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MEMA  
DISASTER ASSISTANCE PROGRAM  
REFERENCE GUIDE

August 1995



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## **CHAPTER 1**

### **INTRODUCTION**

The Public Assistance Handbook was developed to provide information to local officials and emergency management personnel to aid their understanding of the Public Assistance Program.

This book should be used as a continuity book or working document to ensure that you have a strong disaster recovery program to track and recoup all eligible disaster funds expended.

The Public Assistance Program enables local governments and eligible non-profit organizations to recover disaster related funds expended for eligible emergency response, debris clearance, and repair/replacement costs. Financial assistance rendered is on a cost sharing basis. The handbook explains that local officials are responsible for identifying disaster related damage and documenting all associated expenses. Assistance is available from the MEMA Disaster Recovery Department to ensure proper program management. We want to ensure that applicants receive the maximum eligible assistance.

Please direct any questions or suggestions for improvement regarding this handbook or the Public Assistance Program to the MEMA Disaster Recovery Department at (508) 820-2000.



## CHAPTER 2

### PUBLIC ASSISTANCE PROGRAM OVERVIEW

The Public Assistance Program provides partial reimbursement to State and Local governments for: the repair or reconstruction of public facilities which are owned and operated by government; debris removal; and protective measures. Assistance may also be available to certain Private Non-Profit (PNP) organizations who provide an essential public service open to all persons within the community. Examples of eligible PNP's are: museums, zoos, community centers, senior citizen centers, libraries, homeless shelters, rehabilitation facilities, and shelter workshops and facilities which provide health and safety services of a governmental nature to the general public. Examples of PNP facilities which are not eligible are: recreation, public housing, cemeteries, theaters, and parking, conference facilities, and job counseling/training.

The Public Assistance Program is administered by the Massachusetts Emergency Management Agency, Disaster Recovery Department, as the Grantee for all federal funds related to the program. Eligible applicants to the program are Subgrantees.

The federal share of the Public Assistance Program will be no less than 75% of the total eligible cost. The State will provide a share of the remaining 25% of non-federal funds. The State share will be determined at the time of the declaration. Subgrantees are expected to pay a share of the program cost.

An Applicants Briefing on all aspects of the Public Assistance Program will be held as soon as possible after receipt of the declaration. Every community, and private non-profit organization, in the declared disaster area must send a representative to the meeting. The individual attending the meeting should be the designated Authorized Agent and qualified to speak officially for the local government or organization they are representing. It is recommended that a fiscal and public works person also attend the meeting.

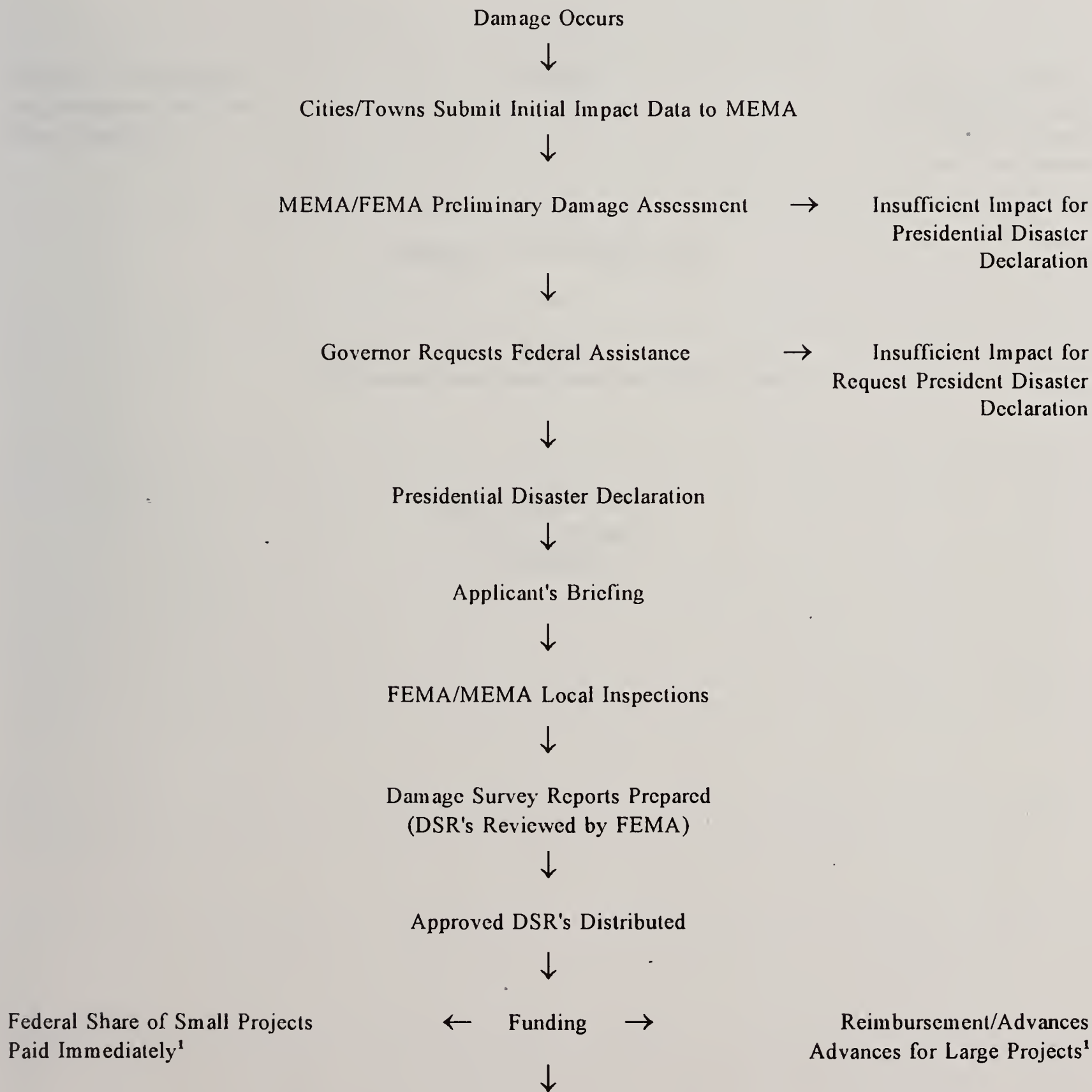
For a specific site (project) to be considered having eligible disaster related damages the minimum amount of work is \$1,000.00. Items of work in the same category which are within a reasonable distance of each other may be combined on one Damage Survey Report (DSR) to meet this minimum.

Straight time salaries for regular full-time employees performing Category A debris removal, and Category B protective measures (see Categories of Eligible Work for description of work) is not eligible. The costs of regular employee overtime and all of an extra hire's salary costs will be eligible. The cost of applicant-owned equipment for disaster related work (regular and overtime) is eligible using the FEMA Equipment Rate Schedule (See Chapter 6), as well as rental equipment costs.

The following sections address all information relative to the Public Assistance Program, and outline responsibilities of Subgrantees. The chart on the next page illustrates the program sequence of events. Should you have additional questions regarding this program contact the MEMA Disaster Recovery Department at (508) 820-2000.



## PUBLIC ASSISTANCE SEQUENCE OF EVENTS

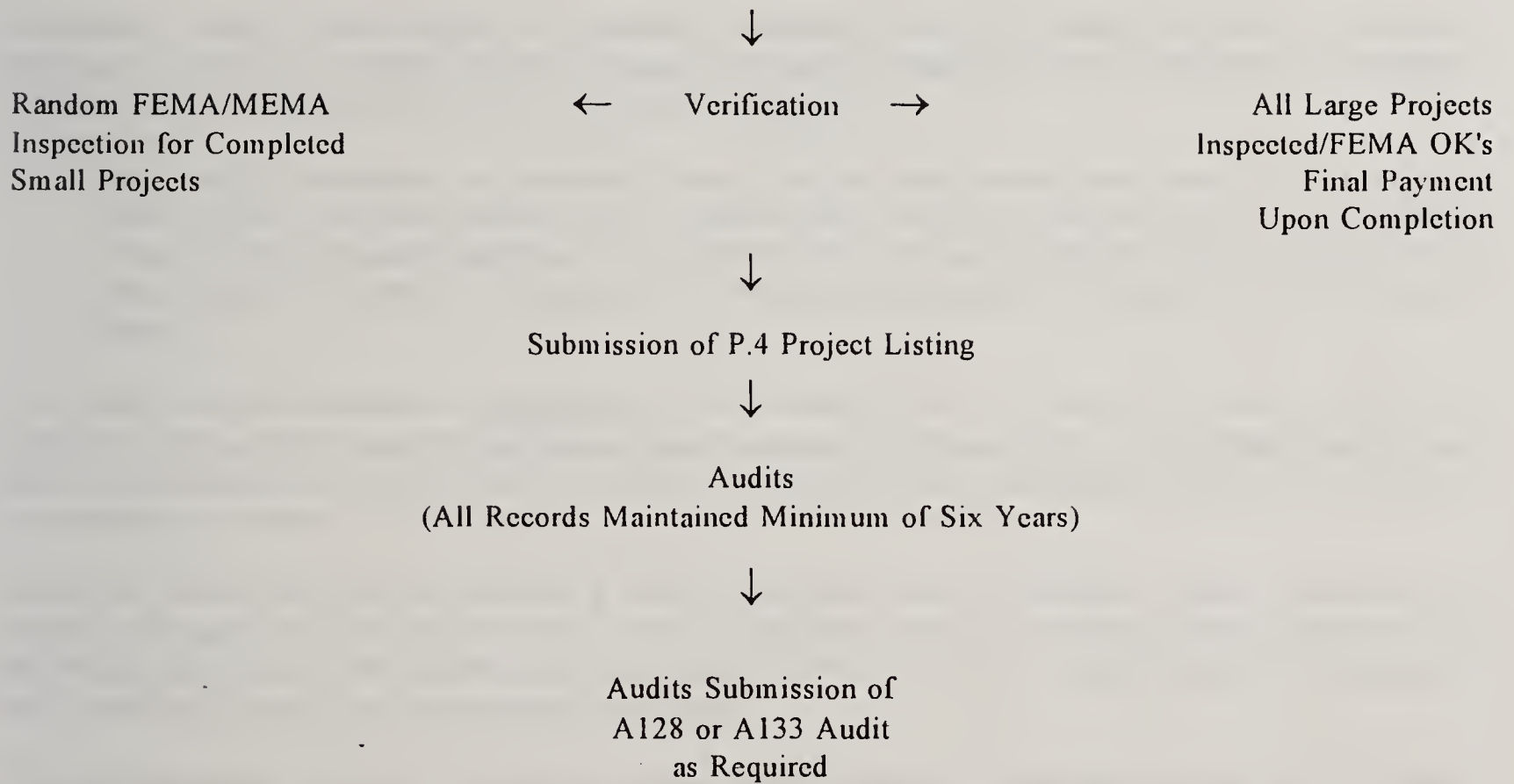


<sup>1</sup>For FY' 94 (10/94-10/95) a small project costs less than \$43,600 (adjusted annually)





## **PUBLIC ASSISTANCE SEQUENCE OF EVENTS (continued)**







## DECLARATION PROCESS

The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, Public Law 93-288, as amended, authorizes the delivery of federal disaster assistance following a declaration of major disaster by the President. A Major Disaster is defined in 44 Code of Federal Regulations as:

"Any natural catastrophe..., or regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance...to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby."

A key word within the definition is "supplement." This means that State and local governments must apply all available resources to the disaster before federal disaster assistance will be provided. Local officials shall contact their Area Emergency Management Office to assist in obtaining resources and making requests for State and/or Federal disaster assistance.

During and immediately after the incident, a damage assessment must be conducted. Early identification of problems will enable local officials to make prompt and efficient decisions concerning resources available, and their deployment. The extent of damage and its affect upon the community is used to determine the amount of federal assistance needed and the program(s) to request.

The initial assessment should be forwarded to the Massachusetts Emergency Management Agency (MEMA) within 12 hours of the incident, with updated information provided at regular intervals. The importance of this information cannot be over emphasized. If State or Federal assistance is requested, having this information in-hand will speed the delivery of assistance to the community. However, if information is vague, and questions must be asked, needless delays in obtaining assistance will occur. It should be noted that although all incidents may not receive a major disaster declaration, it is mandatory for local government to submit a damage assessment to MEMA, through your local Area office, if State and/or Federal assistance is requested.

Speed and accuracy are important in order to obtain the maximum amount of assistance; therefore, a systematic procedure to collect and properly analyze damage information should be established before the disaster occurs. The identification and training of local personnel tasked with damage assessment is critical to this process.

A preliminary Damage Assessment-Public Assistance Form has been developed to assist communities in collecting and organizing the assessment data. The form should be forwarded to MEMA Headquarters and updated as necessary. It is essential that this be done as quickly as possible following the incident. See Chapter 4.

When the assessment information is received by MEMA, the data is reviewed and a determination is made concerning additional supplemental assistance which may be available. If the assessment reveals that sufficient damage exists to warrant further action, a request is made to the Federal Emergency Management Agency (FEMA). A Preliminary (or Joint) Damage Assessment (PDA) by state and federal personnel will be conducted to determine the needs of the community.

The Preliminary Damage Assessment is conducted to determine the types of disaster relief and assistance that may be needed by the stricken area, and to provide documentation for the Governor's letter of request to the President. FEMA also uses this information to determine staffing requirements should a major disaster be declared.



## DECLARATION PROCESS (continued)

Public damages will be surveyed by federal and state engineers who will tour the damaged area. Local government must provide assessment team members to answer questions and ensure that all damage has been viewed by the FEMA/MEMA teams. When selecting local team members it is wise to designate engineers or public works personnel. Their expertise may mean the difference in receiving, or not receiving, a declaration for public assistance.

Disasters often cause widespread damages resulting in FEMA/MEMA teams having to cover many applicants in a short period of time. To obtain maximum use of the limited FEMA/MEMA team's time the areas of greatest damage should always be viewed by the team(s) first. It is helpful if local team representatives have predetermined the route to be followed during the assessment. FEMA will usually complete the joint assessment within 48 hours, and such pre-planning will speed the process and prevent delays. Maps, with the areas of damage marked, should be provided to the assessment teams. While the teams are in the field assessing work to be done, costs for labor, equipment and materials for disaster relief work already completed needs to be compiled as accurately as possible. See Chapter 3 for a detailed description of the applicant's responsibilities for the inspection teams.

When all of the applicant's (local governments and eligible non-profits) information has been collected, it is reviewed by FEMA and MEMA to determine if a major disaster declaration is warranted. If it is determined a declaration is warranted, the Governor's letter of request is prepared and forwarded to FEMA. If the declaration is granted, the MEMA Area office will contact local officials and private non-profit organizations with information concerning the time and location of Applicant briefings. **Applications for Public Assistance are made at the time of the briefing.** Any entity seeking Public Assistance must attend a briefing.

In the event the declaration is denied, a one time appeal may be submitted by the Governor within 30 days of the denial. The process described above will be repeated, and additional damage and information must be provided, if applicable. It should be noted that the majority of appeals are denied because additional damage and/or impact to the community cannot be identified. Therefore, it is important to identify all damage during the first PDA, and obtain the declaration initially.





## CATEGORIES OF ELIGIBLE WORK

There are two types of work: Emergency Work and Permanent Work.

Emergency work is done immediately to save lives and to protect and preserve property, public health, and safety, or to avert or lessen the threat of a major disaster. Debris removal and emergency protective measures are considered emergency work.

Permanent work is restorative work that must be performed through repairs or replacement, to restore an eligible facility on the basis of its predisaster design and current applicable standards. All other categories except debris removal and emergency protective measures are considered permanent work.

### EMERGENCY WORK

#### Category "A" - Debris Removal

Assistance is provided to remove debris and wreckage, resulting from a major disaster or emergency, from publicly owned lands and waters. This removal is required to eliminate immediate threats to public health or safety; eliminate immediate threats to improved property; or ensure the economic recovery of the community. Removal of debris from privately owned land is eligible only if it is in the public interest.

#### Category "B" - Emergency Protective Measures

Assistance is provided under this category for measures needed to save lives, remove health and safety hazards, and protect property. Examples are: the cost of search and rescue, demolition of unsafe structures, if uncollectible from property owner sandbagging, barricades and signs, extra police and fire (overtime pay including fringes), and other temporary measures are eligible under this category.

### PERMANENT WORK

#### Category "C" - Roads and Bridges

Assistance is provided for the repair or rebuilding of roads, bridges, culverts, rights-of-way, curbs, sidewalks, street lights, gutters and so on. Roads on the Federal Aid System are not eligible.

#### Category "D" - Water Control Facilities

Assistance is provided for the repair or rebuilding of drainage structures, dams, levees, and irrigation facilities which are owned, operated, and controlled, or maintained by local government.

#### Category "E" - Public Buildings

Assistance is provided for the repair or rebuilding of any government-owned facility. Schools, municipal buildings, police stations, fire stations, and damaged equipment are included under this category. Only damages not covered by insurance are eligible. See Chapter 6 for insurance issues.



## **CATEGORIES OF ELIGIBLE WORK (continued)**

### **Category "F" - Public Utilities**

Assistance is provided for the repair or rebuilding of government-owned utilities and utility systems. Rural electric co-ops, water and sewer treatment facilities, and so on, fall into this category.

### **Category "G" - Parks and Recreation**

Assistance is provided for the repair and rebuilding of parks and other recreational facilities which are government-owned and operated.





## **PRIVATE NON-PROFIT FACILITIES**

Assistance is provided for any non-profit educational utility, emergency, medical, or custodial care facility, including a facility for the aged or disabled, and other facilities providing essential governmental type services to the general public. Examples are: community centers, libraries, private utility, emergency and medical facilities, and other facilities or organizations which provide health and safety services open to the general public.



## **CHAPTER 3**

### **AUTHORIZED APPLICANT'S AGENT**

The Authorized Applicant's Agent is responsible for ensuring that the Public Assistance Program is administered by the subgrantee (applicant). Local governments and private non-profit organizations shall designate/appoint a person to act as their Authorized Applicant's Agent. This person is the point of contact for the State and FEMA, and is responsible for all administrative duties; damage survey reports; monitoring work to be completed; and ensuring appropriate documentation is maintained for appeals and audit.

The Authorized Applicant's Agent (AAA) is the recipient of all correspondence and information relating to the subgrantee from the State. In the event the Authorized Applicant's Agent changes prior to closure of the application, Forms 1 & 2 listed below must be resubmitted to MEMA. Forms provided in this chapter are:

1. Designation of the Authorized Applicant's Agent
2. State/MEMA Disaster Relief Assistance Agreement and Audit Procedures Agreement
3. Application for Federal Assistance (Standard Form 424 and Form 424D)

Also provided in the chapter is a checklist highlighting the duties and responsibilities of the AAA. This person plays a major role in how successful you are in receiving the most amount of reimbursement from financial losses due to efforts to recover from a disaster incident. Provisions are made on a percentage basis to reimburse the applicant for recordkeeping and coordination efforts to manage this program.

Keep in mind that the AAA can not do this function alone. All departments must cooperate in keeping accurate records and providing them to the AAA in a timely manner.



**DESIGNATION OF APPLICANT'S AGENT FORM**

(Please see "mock" form below before completing)

\_\_\_\_\_  
(Name of Applicant's Agent), \_\_\_\_\_ is hereby  
(Official Title of Applicant's Agent)

authorized to execute for and in behalf of the \_\_\_\_\_  
(Applicant: City, Town Political Subdivision, or Private-NonProfit)

as the Applicant's Agent. Said Applicant's Agent is responsible for the administration, work monitoring, and coordination of the MEMA Public Assistance Program.

SIGNATURES:

AUTHORIZATION:

APPLICANT'S AGENT

\_\_\_\_\_  
Typed Name and Official Title

\_\_\_\_\_  
Typed Name and Official Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

DATE: \_\_\_\_\_

**DESIGNATION OF APPLICANT'S AGENT FORM  
"MOCK"**

\_\_\_\_\_  
(Name of Applicant's Agent), \_\_\_\_\_ is hereby  
(Official Title of Applicant's Agent)

authorized to execute for and in behalf of the \_\_\_\_\_  
(Applicant: City, Town Political Subdivision, or Private-Non-Profit)

as the Applicant's Agent. Said Applicant's Agent is responsible for the administration, work monitoring, and coordination of the MEMA Public Assistance Program.

SIGNATURES:

AUTHORIZATION:

APPLICANT'S AGENT

\_\_\_\_\_  
Typed Name and Official Title

\_\_\_\_\_  
Typed Name and Official Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

DATE: \_\_\_\_\_





THE COMMONWEALTH OF MASSACHUSETTS - MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY  
DISASTER RELIEF ASSISTANCE AGREEMENT

This Disaster Assistance Agreement (hereinafter the "Agreement") is entered into by and between the Commonwealth of Massachusetts (hereinafter the "Commonwealth"), through its department: THE MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY with its principal place of business address located at: 400 Worcester Road, Route 9, P.O. Box 1496, Framingham, MA 01701-0317 (hereinafter the "Department"); and

a (check one):

- ☐ Public Authority\* (M.G.L. c.29 s.1)      ☐ Quasi-Public Agency\*      ☐ Trust  
☐ Not-For-Profit Corporation      ☐ Other (specify): \_\_\_\_\_      ☐ Non-incorporated Association  
☐ Municipality, County, City, Town, District, Commission or other Local Governmental Entity  
☐ Non-State University (State Univ use ISA only - 815 CMR 6.00)

with its principal place of business address located at: \_\_\_\_\_  
\_\_\_\_\_  
(hereinafter the "Grantee").

1. **SCOPE OF SERVICES.** The Grantee has been awarded federal and state disaster relief assistance and agrees to complete all approved repairs, improvements, restoration, clean-up or other approved services in accordance with the terms of this Agreement and any attachments, including, but not limited to the federal APPLICATION FOR FEDERAL ASSISTANCE (Standard Form 424) and ASSURANCES - CONSTRUCTION PROGRAMS (Standard Form 424D). The Grantee certifies that it has the legal authority to apply for federal and state disaster relief assistance and shall obtain all requisite licenses and permits to perform these services, including compliance with all applicable codes and standards in the completion of eligible repair or replacement of damaged public facilities. The Grantee shall use disaster assistance funds solely for the purposes for which these funds are provided and as approved by the scope of work outline in the completed Damage Survey Reports.

2. **PERIOD OF PERFORMANCE.** The services which may be compensated by this Agreement may be performed at any time during the federal approved project period of this Agreement. The project period shall begin as of the date of the declaration of a disaster by the Federal Emergency Management Agency (FEMA) and shall terminate on the last date of the project period approved by FEMA, or the last date of any extension of this project period approved by FEMA.

3. **MAXIMUM OBLIGATION-COMPENSATION.** The total maximum obligation under this Agreement shall not exceed the approved federal share contained on the PROJECT APPLICATION SUMMARY approved by FEMA and the Department, and any corresponding percentage of this federal share approved in any state appropriation acts.

4. **METHOD OF PAYMENT.** Unless otherwise provided by attachment, all payments to the Grantee shall be made upon certification by FEMA, the Department, or both, that the required repairs, improvements, restoration, clean-up or other approved services have been completed by the Grantee. The Department shall retain copies of all such documentation and certification. The Grantee shall return to the Department, within sixty (60) days of the Department's request, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Grantee.

5. **FUNDING AND FISCAL YEAR APPROPRIATIONS.** State appropriations for expenditures by Departments of the Commonwealth are ordinarily made on a fiscal year basis. The fiscal year of the Commonwealth is the twelve (12) month period beginning on July 1st and ending June 30th. The Grantee understands and agrees that the obligations of the Department under this Agreement for the current and any subsequent fiscal year are subject to the appropriation to the Department of funds sufficient to discharge the Department's obligations which accrue in the current or subsequent fiscal year, and subject to the authorization to spend such funds for the purposes of this Agreement. In the absence of such appropriation or authorization, this Agreement shall be terminated immediately. Since this Agreement is funded primarily with federal funds, the obligations of the Department under this Agreement for any fiscal year are subject to the availability to the Department of federal funds sufficient to discharge the Department's obligations and to the federal authorization to spend such funds for the purposes of this Grant. In the absence of such availability or authorization, this Agreement shall be terminated immediately upon the Grantee's receipt of notice pursuant to the "NOTICE" section below.

6. **TERMINATION.** This Agreement shall terminate on the date specified in section 2. "PERIOD OF PERFORMANCE", unless terminated prior thereto due to the Grantee's breach of any material term or condition of this Agreement or failure to perform or fulfill any obligations required by this Agreement. The Department reserves the right to terminate this Agreement immediately in the event of fraud, criminal indictment of the Grantee, or in the event the Grantee files for bankruptcy. In the event of an elimination or reduction of federal or state funding for any reason, the Department may terminate this Agreement. Notice shall be made in accordance with the "NOTICE" section below.

7. **RECORDKEEPING, INSPECTION OF RECORDS AND AUDITS.** The Grantee shall maintain, and require its subcontractors to maintain books, records and other compilations of data, in such detail as shall properly substantiate claims for payment under this Agreement, or as otherwise specified by attachment. The Grantee shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with federally accepted accounting standards or as requested by the Department. The Grantee shall provide detailed documentation for all the services or goods provided, and the expenditures made under this Agreement in the format and in such detail as is required by FEMA or the Department. All such records and reports shall be kept for a period of six (6) years. The computation of retention periods shall start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Governor, the Secretary of the Executive Office for Administration and Finance, the Comptroller, the State Auditor, the Attorney General, the Department, the Department's Secretary, the federal grantor agency to the Department, or any of their duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Grantee which pertain to the provisions and requirements of this Contract. Such access





THE COMMONWEALTH OF MASSACHUSETTS - MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY  
DISASTER RELIEF ASSISTANCE AGREEMENT

shall include on-site audits, review, and copying of records. The Department shall make a good faith effort to coordinate multiple requests by the aforementioned agencies so as to reduce any hardship or undue burden on the Contractor. The Grantee agrees to comply with all federal requirements including but not limited to federal audits. Not-for-Profit Corporations that receive federal funds from the Department must comply with the audit requirements outlined in the federal Office of Management and Budget OMB Circular A-133, as amended.

**8. POLITICAL ACTIVITY PROHIBITED, ANTI-BOYCOTT WARRANTY.** The Grantee may not use any Agreement funds, and none of the services to be provided by the Grantee, may be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of this Agreement, neither the Grantee nor any controlled group, within the meaning of section 993 (a)(3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended; nor shall either engage in conduct declared to be unlawful by M.G.L. c.151E s.2.

**9. ASSIGNMENT BY CONTRACTOR, OTHER CONTRACTS.** The Grantee shall not assign in whole or in part or otherwise transfer any liability, responsibility, obligation or any other interest in this Agreement without the prior written approval of the Department. The Grantee shall not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work. The Grantee shall not enter into any contracts for which payment is contingent upon receipt of state or federal funds. The Grantee shall not enter into any contract with any party who is debarred.

**10. NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION.** The Grantee shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, disability or sexual orientation. The Grantee agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act 42 USC 12101 et seq., 28 CFR Part 35; M.G.L. c. 151B, s. 4(1); and all relevant administrative orders and executive orders, including but not limited to Executive Orders 227, 235, 237, 246, 253, 288. The Massachusetts Commission Against Discrimination (MCAD) shall determine compliance with this section. If a complaint or claim alleging violation by the Grantee of such statutes, rules or regulations is presented to the MCAD, the Grantee and its agents agree to cooperate fully with MCAD in the investigation and disposition of such complaint or claim. Neither the Commonwealth nor the Department shall assume any legal fees or costs in connection with the defense of such claim by the Contractor.

**11. FORUM AND CHOICE OF LAW.** This Agreement and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to the subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

**12. FORCE MAJEURE.** Neither the Department nor the Grantee shall be liable to the other nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond their control and without their fault or negligence. Such causes may include, but are not limited to: Acts of God or the public enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed that since the performance dates of this Agreement are of the essence and important to the implementation of essential Department work, continued failure by the Grantee to perform for periods aggregating forty-five (45) or more calendar days, or other such period as specified by attachment, even for causes beyond the control of the Grantee, shall afford the Department the right to immediately terminate this Agreement.

**13. COMPLIANCE WITH LAWS.** The Grantee shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the federal government and the Commonwealth of Massachusetts and any governmental authority relating to the delivery of the goods or services specified in this Agreement, including but not limited to any federal requirements referenced by attachment and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by 100-707 or as amended.

**14. NOTICE.** Unless otherwise specified by attachment, any notice hereunder shall be in writing and shall be deemed delivered and received when given in person to either party, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the party to whom the notice was delivered. The notice shall be addressed to the persons and addresses indicated in the Agreement or as otherwise specified by attachment.

**15. INSURANCE.** Unless otherwise provided by law, the Grantee shall provide and maintain at least the minimum statutorily required insurance for the Grantee and its employees, including but not limited to, worker's compensation and unemployment compensation insurance, including but not limited to M.G.L. c. 151A, c. 151B, c. 152, or applicable laws in any state where work is performed under this Contract. The Grantee shall provide adequate proof of the fulfillment of any of the requirements of this section to the Department within seven (7) days of its receipt of a written request by the Department. The Grantee understands and agrees that violations of statutory insurance provisions may subject the Grantee to immediate termination of this Agreement and debarment from bidding on and receiving state and municipal contracts in the future. Any additional insurance requirements during the term of this Contract shall be outlined by attachment.

**16. SEVERABILITY, HEADINGS AND INTERPRETATION, INTEGRATION.** If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of this Contract. The parties understand and agree that this Agreement including any additional attachments shall supersede all other verbal and written agreements and negotiations by the parties relating to the performance of services under this Agreement.





THE COMMONWEALTH OF MASSACHUSETTS - MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY  
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17. EXECUTION AND CERTIFICATION. IN WITNESS WHEREOF, the Department and the Grantee have caused this Agreement to be executed by their respective authorized officers, as of the last date set forth below, AND THE Grantee CERTIFIES, UNDER THE PAINS AND PENALTIES OF PERJURY, THAT THE GRANTEE IS IN COMPLIANCE WITH EACH OF THE FOLLOWING:

- a. **TAXES.** Pursuant to M.G.L. c.62C s.49A, the Grantee has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes.
- b. **EMPLOYMENT SECURITY CONTRIBUTIONS (Unemployment Compensation).** Pursuant to M.G.L. c.151A s.19A, the Grantee has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System.
- c. **PROVISION OF CHILD CARE.** (Effective for all Contracts awarded on or after 7/1/92.) The Grantee certifies that, at the time of execution, it is in compliance with the provisions of Section 7 of Chapter 521 of the Acts of 1990 as amended by Chapter 329 of the Acts of 1991, and 102 CMR 12.00 and that the Grantee is either a "qualified employer" because it has fifty (50) or more full time employees and has established a dependant care assistance program, child care tuition assistance, or on-site or near-site child care placements, or is an "exempt employer".
- d. **CERTIFICATES AND REPORTS.** The Grantee certifies that pursuant to M.G.L. c.156B s.109 (business corporations), c. 180 s.26A (non-profit corporations), c.181 s.4 (foreign corporations) and c. 12 s.8F (public charities), the Grantee has filed all required certificates and reports with the Commonwealth of Massachusetts Secretary of State and/or the Commonwealth of Massachusetts Attorney General's Office, Division of Public Charities.
- e. **COMPULSORY WORKERS' COMPENSATION INSURANCE.** (Employers Only) The Grantee certifies that the Grantee has complied with the provisions of M.G.L. c. 152 requiring a current workers' compensation insurance policy covering all employees of the Contractor.
- f. **DEBARMENT.** The Grantee is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions, under any Commonwealth law or regulation, including but not limited to M.G.L. c. 29 s. 29F and M.G.L. c. 152 s. 25C.
- g. **AMERICANS WITH DISABILITIES ACT.** The Grantee is aware of the recently enacted American with Disabilities Act which prohibits discrimination based upon disability and shall meet the standards applicable to the state under the Americans with Disabilities Act 42 USC 12101 et seq.; 28 CFR Part 35, as amended.

GRANTEE: \_\_\_\_\_ COMMONWEALTH OF MASSACHUSETTS/DEPARTMENT: \_\_\_\_\_

|                   |                   |
|-------------------|-------------------|
| BY: _____         | BY: _____         |
| Print Name: _____ | Print Name: _____ |
| Title: _____      | Title: _____      |
| Date: _____       | Date: _____       |



APPLICATION FOR  
FEDERAL ASSISTANCE

|   |             |  |                              |                     |
|---|-------------|--|------------------------------|---------------------|
| 1. TYPE OF SUBMISSION:<br>Application<br><input type="checkbox"/> Construction<br><input type="checkbox"/> Non-Construction<br>Pre-application<br><input type="checkbox"/> Construction<br><input type="checkbox"/> Non-Construction  |             | 2. DATE SUBMITTED  | Applicant Identifier         |                     |
|   |             | 3. DATE RECEIVED BY STATE  | State Application Identifier |                     |
|   |             | 4. DATE RECEIVED BY FEDERAL AGENCY   | Federal Identifier           |                     |
| 5. APPLICANT INFORMATION  |             |  |                              |                     |
| Legal Name:   |             | Organizational Unit:   |                              |                     |
| Address (give city, county, state, and zip code):   |             | Name and telephone number of the person to be contacted on matters involving this application (give area code):  |                              |                     |
| 6. EMPLOYER IDENTIFICATION NUMBER (EIN):<br><div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div> — <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div>         |             | 7. TYPE OF APPLICANT: (enter appropriate letter in box) <input type="checkbox"/><br>A. State<br>B. County<br>C. Municipal<br>D. Township<br>E. Interstate<br>F. Intermunicipal<br>G. Special District<br>H. Independent School Dist.<br>I. State Controlled Institution of Higher Learning<br>J. Private University<br>K. Indian Tribe<br>L. Individual<br>M. Profit Organization<br>N. Other (Specify): _____ |                              |                     |
| 8. TYPE OF APPLICATION:<br><input type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision<br>If Revision, enter appropriate letter(s) in box(es): <input type="checkbox"/> <input type="checkbox"/><br>A. Increase Award    B. Decrease Award    C. Increase Duration<br>D. Decrease Duration    Other (specify): _____   |             | 9. NAME OF FEDERAL AGENCY:   |                              |                     |
| 10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:<br><div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; margin: 2px;"></div> |             | 11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:  |                              |                     |
| 12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):   |             |  |                              |                     |
| 13. PROPOSED PROJECT:   |             | 14. CONGRESSIONAL DISTRICTS OF:  |                              |                     |
| Start Date  | Ending Date | a. Applicant<br>b. Project   |                              |                     |
| 15. ESTIMATED FUNDING:  |             | 16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?   |                              |                     |
| a. Federal  | \$ .00      | a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:<br>DATE _____   |                              |                     |
| b. Applicant  | \$ .00      | b. NO. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372<br><input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW  |                              |                     |
| c. State  | \$ .00      |  |                              |                     |
| d. Local  | \$ .00      |  |                              |                     |
| e. Other  | \$ .00      |  |                              |                     |
| f. Program Income   | \$ .00      | 17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?   |                              |                     |
| g. TOTAL  | \$ .00      | <input type="checkbox"/> Yes    If "Yes," attach an explanation. <input type="checkbox"/> No   |                              |                     |
| 18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THIS DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED   |             |  |                              |                     |
| a. Typed Name of Authorized Representative  |             | b. Title   |                              | c. Telephone number |
| d. Signature of Authorized Representative   |             |  | e. Date Signed               |                     |

Previous Editions Not Usable

Standard Form 424 (REV. 1-91)  
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## INSTRUCTIONS FOR THE SF 424

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

- | Item: | Entry:   | Item: | Entry:   |
|-------|--|-------|--|
| 1.    | Self-explanatory.  | 12.   | List only the largest political entities affected (e.g., State, counties, cities).   |
| 2.    | Date application submitted to Federal agency (or State if applicable) & applicant's control number (if applicable).  | 13.   | Self-explanatory.  |
| 3.    | State use only (if applicable).  | 14.   | List the applicant's Congressional District and any District(s) affected by the program or project.  |
| 4.    | If this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank.  | 15.   | Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate <u>only</u> the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15. |
| 5.    | Legal name of applicant, name of primary organizational unit which will undertake the assistance activity, complete address of the applicant, and name and telephone number of the person to contact on matters related to this application.   | 16.   | Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.  |
| 6.    | Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.  | 17.   | This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.  |
| 7.    | Enter the appropriate letter in the space provided.  | 18.   | To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)  |
| 8.    | Check appropriate box and enter appropriate letter(s) in the space(s) provided:<br>— "New" means a new assistance award.<br>— "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.<br>— "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. |       |  |
| 9.    | Name of Federal agency from which assistance is being requested with this application.   |       |  |
| 10.   | Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.  |       |  |
| 11.   | Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.  |       |  |





## ASSURANCES — CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination Statute(s) which may apply to the application.

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), the Contract Work Hours and Safety Standards Act (40 U.S. §§ 327-333) regarding labor standards for federally assisted construction subagreements.
14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (c) notification of violating facilities pursuant to EO 11738; (d) protection of wetlands pursuant to EO 11990; (e) evaluation of flood hazards in floodplains in accordance with EO 11988; (f) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (g) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (h) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (i) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

|   |       |                |
|---|-------|----------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |                |
| APPLICANT ORGANIZATION                      |       | DATE SUBMITTED |





## AUTHORIZED APPLICANT'S AGENT CHECKLIST

This checklist was prepared to make the process of applying for and receiving disaster assistance as easy as possible. YOU play a VITAL role in this process. Use this checklist as your guide, but address any questions to the MEMA Disaster Recovery Manager.

### ADMINISTRATION

- ( ) Ensure designation by local governing body (resolution or letter of appointment).
- ( ) Attend applicant's briefing.
- ( ) Ensure a copy of the appropriate DSR is provided to the person(s) responsible for the scope of work.
- ( ) Follow proper bid and contract procedures.
- ( ) Document repair costs at each work site as they occur.
- ( ) Submit **timely** request for final inspection of large projects.
- ( ) Maintain supporting **DOCUMENTATION** for work completed.

### SURVEYS

- ( ) Provide local inspectors for damage survey teams.
- ( ) List all damaged facilities.
- ( ) Mark location of each damage site on local map.
- ( ) Have photographs of damages available.
- ( ) Know if repairs will be made by force account or contract.
- ( ) Have a copy of local codes or standards available.

### WORK MONITORING

- ( ) Review each DSR to become familiar with approved work.
- ( ) Make approved repairs only.
- ( ) Request an Improved Project before you change approved work.
- ( ) Request approval of cost overruns for large projects before beginning a project, or immediately upon knowledge of overrun potential.
- ( ) Complete work within time limits.
- ( ) **JUSTIFY** time extension by DSR if needed, prior to deadline date.

### DOCUMENTATION

- ( ) Maintain a SEPARATE folder for each DSR.
- ( ) Prepare Daily Activity Reports from supervisor's daily logs.
- ( ) Keep these documents for each DSR by Force Account:
  - \* Daily Activity Report for labor and equipment and materials
  - \* Invoices
  - \* Payroll journals
  - \* Canceled checks
  - \* Daily logs from supervisors
- ( ) Keep these documents for each DSR done by Contract:
  - \* Bid advertisement and list of bidders
  - \* Contract awarded
  - \* Invoices
  - \* Canceled checks
  - \* Record of work inspections
  - \* Engineering documentation, if applicable on a Project Listing form for each DSR

NOTE: Documentation is required for advances and final payment on large projects.





**MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY  
STATE-MEMA DISASTER RELIEF ASSISTANCE AGREEMENT AND  
AUDIT PROCEDURES AGREEMENT**

MAJOR DISASTER DESIGNATION: PUBLIC ASSISTANCE PROGRAM FEMA-DR- -MA

CATALOG OF FEDERAL DOMESTIC ASSISTANCE: 83.516

DATE OF PRESIDENTIAL DECLARATION:        /        /

APPLICANT: (SUBGRANTEE) NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_ (\_\_\_\_) \_\_\_\_\_ FAX NUMBER: \_\_\_\_ (\_\_\_\_) \_\_\_\_\_

FEDERAL TAX ID NO. \_\_\_\_\_

As authorized representative for the above named applicant/subgrantee, I have read and understand the State-MEMA Disaster Relief Assistance Agreement, and Audit Procedures Agreement, and agree to comply, as an applicant (subgrantee) of these funds, with all requirements described therein during the administration of the grant program.

\_\_\_\_\_  
SIGNATURE - AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TYPED NAME

\_\_\_\_\_  
TITLE

Signed by the STATE:

\_\_\_\_\_  
GOVERNOR'S AUTHORIZED REPRESENTATIVE (GAR)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TYPED NAME

\_\_\_\_\_  
TITLE

Should the Authorized Representative for the above named applicant be redesignated at any time during the course of the program, a new agreement must be completed and signed by the new Authorized Representative.



## APPLICANT'S RESPONSIBILITIES FOR DSR INSPECTION TEAMS

1. Prepare a list of work performed and facilities damaged as a direct result of the disaster. This list should separate work and damages into those categories identified on the Notice of Interest form. Applicants should include both work that has been completed and that which has not. The minimum repair cost for each site is \$1,000.00. If a site is partially repaired, obtain the payroll records up to the date of inspection and perform an estimate for the work remaining.
2. Mark on a map the location of each site or area where disaster-related costs were incurred, and develop a route of travel to each site to save time for the inspection team. All damaged sites should be identified by the applicant before the inspectors arrive.
3. If possible, have photographs, site sketches, or drawings of each damage site available for the inspectors. Photos showing the damaged at sites where work has already been completed are especially helpful.
4. Ensure that the person designated to accompany the survey team has a knowledge of repairs already done and those that need to be done, as well as a knowledge of the location of all damage sites. This person must have the authority to represent the applicant's agent.
5. Be prepared to give the survey team cost breakdown of personnel, equipment, and materials for all completed work. While a variety of forms can be used to summarize these items, the format chosen must document the type and location of work performed for each damage location listed on the appropriate Damage Survey Report (DSR). Information provided must include all data requested on the FEMA forms. These sheets must be certified by the department heads and backup documentation included. Written narratives concerning the tasks performed by specific individuals is helpful when justifying labor for someone working outside of their normal job title (e.g. a clerk was detailed to issue food in an emergency shelter.)
6. Eligible labor costs for force account personnel for categories A and B are for **overtime costs only**. Only those workers who were actually out in the storm doing physical work are eligible. For fire department staff, only the firemen and the direct line supervisor or lieutenant (or captain, if no lieutenant is present) are eligible; for police, only those individuals on the street (patrolmen or sergeants) are eligible. Personnel working in shelters are eligible if they were directly involved with assisting the shelter users.
7. Force Account labor fringe benefits costs for regular time is different then overtime. The applicant must substantiate the fringe benefits percentage used to calculate the regular and overtime fringe benefit costs.
8. Use either the applicant's or FEMA's equipment rates, whichever is the lesser, for all Force Account work. Costs for equipment used during regular and overtime labor performing disaster-related work are eligible. FEMA rates cover the costs of fuel, oil and maintenance; therefore, mechanic labor is not eligible but equipment operator labor is eligible. Fire trucks are listed by horsepower, autos and pickup trucks are paid by mileage, dump trucks are paid by cubic yard size of bed excluding plywood extender sides. Idle or standby time for applicant owned vehicles is not eligible.
9. Be prepared to identify which sites will be repaired by contract and those which will be repaired by local forces. If a contractor's estimate has been received, have it available for the inspectors.





## **APPLICANT'S RESPONSIBILITIES FOR DSR INSPECTION TEAMS (continued)**

10. If damaged facilities are to be rebuilt to conform with new codes, specifications, or standards, be prepared to provide inspectors with copies of the relevant specifications or ordinances which require upgrading of the facilities.
11. It is of utmost importance to maintain clear and accurate records for each damage site/DSR. **Do not** commingle and repair costs for other damage sites/DSRs, even if they are similar. Record all labor, equipment, material, and contractual costs that apply to each site separately.
12. Have information available for the inspectors on insurance coverage, such as copies of insurance policies and the amount of any insurance settlement received or pending.
13. Have information available for the inspectors regarding flood plain maps and the location of any roads on the Federal Aid System.
14. Upon completion of the DSRs, the applicant will mark and initial the concurrence/non-concurrence block of the DSR (block #19). Concurrence with the DSR indicates concurrence with the defined scope of work only. The cost of repairs for work to be completed is only an estimated cost which can be adjusted after the actual costs are known. The applicant must add an attachment to the DSR explaining any non-concurrence with the defined scope of work.

**Note:** A fringe benefit computation aid sheet and blank sheets for force account equipment, labor, materials, contract services and contract (rented) equipment are attached. Please note that these records must be certified as accurate and disaster-related.





## TIPS FOR RECORD KEEPING

Have all agencies (fire, police, DPW, parks, etc.) establish a system to track employee names, hours worked, equipment type and hours used for all disaster related work. This is best done using a maintenance log or diary kept in a notebook showing who worked where, what tasks were they doing and what equipment was being used.

On Category C - G work (see Chapter 2) the records must be site-specific (e.g., corner of Elm Drive & Dutch Street-culvert replacement.) If the work is being done prior to a Damage Survey Report (see Chapter 6) being written take a photo of the site before the work began and note the cause of the damage. Category A - B does not have to be site-specific unless easy to do so (e.g., costs to run a shelter at a specific location.)

**Record keeping should begin as soon as possible.** If predisaster protective measures are taken, start keeping records at that time. If not, begin with the onset of a disaster. Only by keeping accurate records from the beginning will a community be able to obtain all federal funds for which they are entitled. If costs cannot be documented, they will not be reimbursed.

A file system should be established for each specific DSR. File each DSR in a separate folder and include all supporting documentation. Some examples of documents which should be placed in the file folder for Contract work are:

- Damage Survey Report
- Requests for Bid and Bid documents
- Contracts, and Invoices submitted by the Contractor
- Warrants authorizing check insurance
- Checks issued in payment

For the applicant's own forces (Force account work) the DSR file should also contain:

- Damage Survey Report
- Daily activity reports
  - Applicant's extracts from payrolls, with any cross-reference needed to locate original documents
  - A schedule of equipment used on the job.
- Summary of Daily Activity Reports (such as weekly)
- Invoices, warrants, and checks issued and paid for materials and supplies used on the job.
- Inventory withdrawal forms for items taken from stock.

A file for a specific DSR may contain a combination of contract and force account expenditures. In addition, all DSR file folders should contain a summary or work sheet that lists, with a brief description, the individual costs which make up the total claimed cost for the DSR.

When time permits have two copies of everything because you will want one file copy and one copy for the FEMA/MEMA team.

RECORD KEEPING FORMS (see sample shown in Chapter 6)



## **TIPS FOR RECORD KEEPING (continued)**

### **DAILY ACTIVITY REPORTS (FIELD)**

A maintenance log or field book should be kept by each working foreman to make notes regarding who was assigned to do what tasks whether disaster or non-disaster related. This record will ensure accurate accounting for all eligible work expenses.

### **DAILY ACTIVITY REPORTS (OFFICE)**

The below listed reports (labor, equipment, materials, contract equipment, contract services) are designed to organize expenses and relate those expenses to a particular DSR effort on a particular day. It is recommended that the working foreman or supervisor use these reports to record information on personnel, materials, and equipment on a daily basis. Make sure that entries are thorough enough so that supporting information can be quickly located. In general, labor hours of operators should match or exceed equipment use hours. Equipment stand-by time is not an eligible equipment cost unless it is rental equipment.

Materials used are those taken out of existing stock, or purchased specifically for disaster related repairs.

### **SUMMARY OF DAILY ACTIVITY REPORTS**

This form is designed to provide a running total of DSR projects. It can be completed daily, weekly, or biweekly or at some other appropriate interval to show running totals for comparison of actual costs to the approved DSR estimated dollar amount.

### **PROJECT LISTING (P.4)**

This form shows the summary totals for each DSR. The P.4 has columns for DSR #, project description and location, approved amount, and actual cost. This P.4, the Project Summary for all projects are forwarded to the GAR for review and processing when and only when all work for all DSR's has been completed. It may be helpful to be completing this form as you proceed with completing projects but do not mail such until all the DSR's are completed.

These basic record keeping tips will make it easier to write accurate DSRs and will make the close-out process (see Chapter 9) fast and accurate.

Keep a time line from the start to finish of the declaration process. Keep track of significant dates such as meeting times, inspection team visitations, deadlines to complete work (Category A & B = 6 months, Category C - G = 18 months), deadlines to notify MEMA of sites missed, scope of work discrepancies, change orders, cost overruns, time extension requests, etc.

Keep a file of meeting minutes and reports received from MEMA (see Chapter 7).





## **TIPS FOR RECORD KEEPING (continued)**

Remember you have not recovered from a disaster until all of the paperwork is done. This is because you will not receive your administration funds (this can be a significant dollar amount) until all of the close-out details are complete. Remember that small project payments are made in advance of the close-out process; therefore, if you did not do the work you were paid to do or if you did not keep records and receipts, you may have to pay back the funds received for a specific project.

The record keeping discussed here is offered as a suggestion and is presented to give an idea of the kinds of records that will be required during recovery from a presidentially-declared disaster. If the applicant has a better record keeping system or prefers to use his own system, then this is acceptable if the records are tied to specific DSR's. In order to be eligible for reimbursement, records must apply to and be identifiable as within the scope of work of a particular DSR.

Establishing a good record keeping system will provide an audit trail of expenditures and provide the documentation the reviewers will need to recommend prompt reimbursement of eligible disaster recovery costs.





## **FRINGE BENEFIT ANALYSIS EXAMPLE**

The following is an example of how to calculate the percentage of fringe benefits paid on an employee's salary. It is not an "official" procedure, but should be used as a guide. The items and percentages used in the analysis may vary from one entity to another. **REPEAT: THIS IS AN EXAMPLE CALCULATION ONLY!**

### **FRINGE BENEFIT - REGULAR TIME**

1. During a normal year of 52 weeks, there would be 260 work days, not including holidays and vacations. This calculates to 2080 hours (52 weeks x 5 work days per week x 8 hours per day). There also are 173.33 hours in an average month (2080 divided by 12).
2. To determine the basic hourly pay rate for fringe benefit analysis, divide the employee's annual salary by 2080 hours.
3. To determine the fringe benefit percentage for vacation time, divide the amount of vacation time provided the employee in hours per year by 2080 hours. Example: If an employee receives 2 weeks vacation per year, the percentage would be calculated as follows: 80 hours vacation/2080 = 3.85%.
4. To determine the fringe benefit percentage for paid holidays, divide the number of hours of paid holidays by 2080 hours. Assuming 8 paid holidays per year (64 hours), the calculation is as follows: 64 hours paid holiday time/2080 = 3.07%.
5. Retirement pay varies, depending upon the system. It is usually the percentage of salary. Use the percentage of salary matched by the employer, not the percentage by the employee.
6. Social Security and unemployment are both percentage of salary.
7. Insurance varies with the employee. Divide the amount paid by the city or county by the basic pay rate determined in Step 2. If the insurance is paid monthly, divide that rate by the employees monthly pay rate. The average monthly pay rate would be the employees hourly rate multiplied by 173.33.
8. Workman's Compensation varies with the employee. Divide the amount paid by the city or county by the basic pay rate determined in Step 2. Use the Workman's Compensation rate per \$100 to determine the percentage (divide the rate by 100). Be sure to include any adjustment factors; such as experience.

An example calculation is shown on the next page.



## FRINGE BENEFIT ANALYSIS EXAMPLE CALCULATION

John Smith works for City, and makes \$20,800 per year. He receives 2 weeks vacation per year, and the City has 9 paid holidays. The City pays an amount equal to 5% of his salary into a retirement system. The City also pays 7.65% of his salary to FICA (Social Security) and 1.30% for unemployment. The City pays \$303.33 per month as its portion of Smith's insurance. (Divide the monthly amount paid by the City by 173.33 hours per month to determine the cost per hour; in this instance,  $\$303.33/173.33 = \$1.75/\text{hr}$ ). Because of his job, the City must pay the \$7.50 per \$100 earned into Workman's Compensation. Fringe benefits for REGULAR TIME are calculated as follows:

1. His basic pay rate would be  $(\$20,800/2080 \text{ hours}) = \$10.00 \text{ hour}$
2. The amount of fringe benefit for vacation would be:  
 $80 \text{ hours vacation}/2080 \text{ hours} = 3.85\%$
3. The amount of fringe benefit for holiday time would be:  
 $9 \text{ days} \times 8 \text{ hours} = 72 \text{ hours}/2080 = 3.46\%$
4. Retirement paid by City = 5%
5. Social Security = 7.65%
6. Unemployment = 1.30%
7. Insurance paid by City =  $\$1.75/\$10.00 = 17.5\%$
8. Workman's Compensation =  $\$7.50/\$100 = 7.5\%$ ; no adjustment factors

### Summary:

|                 |              |
|-----------------|--------------|
| Vacation        | 3.85%        |
| Holiday pay     | 3.46%        |
| Retirement      | 5.00%        |
| Social Security | 7.65%        |
| Unemployment    | 1.30%        |
| Insurance       | 17.50%       |
| Workman's Comp  | <u>7.50%</u> |
| Total:          | 46.26%       |

The percentage of Fringe Benefits for REGULAR TIME is 46.26%

To determine the percentage of fringe benefits for overtime, subtract the percents calculated for vacation (3.85%), holiday pay (3.46%) and insurance (17.5%). Overtime fringe benefit would be 21.45%. (If retirement is based solely on regular salary, that percentage also should be subtracted.)





## **CHAPTER 4**

### **PRELIMINARY DAMAGE ASSESSMENT**

Upon the event of an incident (natural or man-made disaster) it is imperative that an accurate a survey of the damages be made as possible in an expedited manner. This chapter will assist you with the information needed to provide an accurate picture of the impact upon the applicant.

A standardized form "Preliminary Damage Assessment - Public Assistance" will be used in your reporting to MEMA. The form and detailed description of what each block means is included in the chapter.

The Preliminary Damage Assessment (PDA) Form must be forwarded to your area MEMA representative as quickly as possible. The data on this form will be used as a starting point for follow-up action by the State MEMA teams and Federal Emergency Management Agency (FEMA) teams as required.

All submitted PDA forms must have blocks 1-13 completed. Blocks 14-17 will be completed as appropriate. Upon arrival of the FEMA/MEMA team to conduct their survey (see Chapter 3 - Applicant's Responsibilities for Inspection Teams) the information on the MEMA PDA form will be requested by FEMA for use on the FEMA documents. Having this information complete for the FEMA/MEMA team will get the declaration process started properly. Remember it is your area that has been impacted and you need to ensure the process works by providing accurate budgetary and population figures, site-specific damaged areas with as accurate a scope of work description and cost estimate as possible. The FEMA/MEMA team will assist later in reviewing how you obtained your cost estimates.



# PRELIMINARY DAMAGE ASSESSMENT - PUBLIC ASSISTANCE

NAME OF CITY/TOWN/STATE AGENCY/PRIVATE NON-PROFIT:

(1) DAMAGED ENTITY \_\_\_\_\_  
 (a) State Agency (b) Municipality  
 (c) Private Non-Profit (d) Indian Tribe  
 (Specify One)

(2) COUNTY \_\_\_\_\_

(3) POPULATION \_\_\_\_\_  
 (4) ANNUAL BUDGET \_\_\_\_\_  
 (5) OUTSTANDING DEBTS (\_\_\_\_\_) \_\_\_\_\_  
 (6) NET BUDGET \_\_\_\_\_

(7) INCIDENT (X)  
 ( ) FLOOD  
 ( ) HURRICANE  
 ( ) COASTAL STORM  
 ( ) OTHER \_\_\_\_\_

(8) ADD'L INFO SOURCE \_\_\_\_\_  
 (9) TELEPHONE NUMBER \_\_\_\_\_

(10) ASSESSMENT TEAM \_\_\_\_\_

(11) INCIDENT PERIOD \_\_\_\_\_  
 (12) DATE OF SURVEY \_\_\_\_\_  
 (13) PAGE \_\_\_\_\_ OF \_\_\_\_\_

| SITE NO.<br>(14) | NAME/LOCATION<br>(STREET,<br>X-ROADS, ETC)<br>(15) | DESCRIPTION<br>OF DAMAGE<br>(16) | CATEGORIES (DOLLARS)           |  |  |                               |                                   |                                  |  | TOTAL<br>ESTIMATED<br>DAMAGES<br>(24) | DOLLAR<br>AMOUNT<br>INSURANCE<br>COVERAGE<br>(25) | TOTAL<br>ESTIMATED<br>UNINSURED<br>LOSSES<br>(26) | COMMENTS<br>(NOTE ANY<br>IMPACTS DUE<br>TO LOSS)<br>(27) |
|------------------|--|----------------------------------|--------------------------------|--|--|-------------------------------|-----------------------------------|----------------------------------|--|---------------------------------------|---|---|--|
|                  |  |                                  | A<br>DEBRIS<br>REMOVAL<br>(17) | B<br>PROTEC-<br>TIVE<br>MEASURES<br>(18) | C<br>ROADS,<br>SIGNS,<br>BRIDGES<br>(19) | D<br>WATER<br>CONTROL<br>(20) | E<br>BLDGS &<br>EQUIPMENT<br>(21) | F<br>PUBLIC<br>UTILITIES<br>(22) | G<br>PARKS &<br>REC<br>& OTHER<br>(23) |                                       |   |   |  |
|                  |  |                                  |                                |  |  |                               |                                   |                                  |  |                                       |   |   |  |
|                  |  |                                  |                                |  |  |                               |                                   |                                  |  |                                       |   |   |  |
|                  |  |                                  |                                |  |  |                               |                                   |                                  |  |                                       |   |   |  |
|                  |  |                                  |                                |  |  |                               |                                   |                                  |  |                                       |   |   |  |
|                  |  |                                  |                                |  |  |                               |                                   |                                  |  |                                       |   |   |  |
|                  |  |                                  |                                |  |  |                               |                                   |                                  |  |                                       |   |   |  |
| TOTALS:          |  |                                  |                                |  |  |                               |                                   |                                  |  |                                       |   |   |  |





## **INSTRUCTIONS: PRELIMINARY DAMAGE ASSESSMENT - PUBLIC ASSISTANCE**

### **GENERAL INFORMATION**

1. **DAMAGED ENTITY** - "DAMAGED ENTITY" refers to the public entity (municipality, state agencies, government, private non-profit entity) which owns the damaged property and/or is responsible for its maintenance or upkeep. Examples include: the City of Boston, the Town of Eastham, or the Brunswick Electric Membership Corporation.
2. **COUNTY** - Indicate the name of the county wherein the damaged property is located or where the incident-related expense was incurred.
3. **POPULATION** - Enter the population of the affected jurisdiction. This is only applicable if the jurisdiction is a local government entity.
4. **ANNUAL BUDGET** - The "ANNUAL OPERATING BUDGET," as used here, is the cost of the "DAMAGED (public) ENTITY'S" normal operating expenses (salaries, utilities, equipment, maintenance, supplies, etc.) to include monies budgeted for capital projects.
5. **OUTSTANDING DEBTS** - "OUTSTANDING DEBTS," refers to the amount of monies allocated this fiscal year for servicing the "DAMAGED (public) ENTITY'S" outstanding debt. It does not refer to the "DAMAGED (public) ENTITY'S" total debt.
6. **NET BUDGET** - The "NET BUDGET" is equal to the "ANNUAL OPERATING BUDGET" minus any "OUTSTANDING DEBTS and expenditures to date."
7. **INCIDENT** - This term refers to the coastal storm, hurricane, flood, fire, chemical spill, etc., which caused the need to file the Preliminary Damage Assessment - Public Assistance report. Simply use a check mark to designate the type of incident. If the incident was not a flood, hurricane, or coastal storm and "OTHER" is checked, please specify the type of incident.
8. **ADD'L INFORMATION SOURCE** - Indicate the name and job title of the official(s) contacted for fiscal, insurance and damage information.
9. **TELEPHONE NUMBER** - Indicate telephone number(s) of those contacted and listed above as "ADDITIONAL INFORMATION SOURCES."
10. **ASSESSMENT TEAM** - Indicate the last name, first initial, of those individuals responsible for completing this Preliminary Damage Assessment - Public Assistance report.
11. **INCIDENT PERIOD** - The "INCIDENT PERIOD" refers to the timespan from when the incident occurred to when there is no longer a threat to people or their property. In the case of a hurricane, flood, or even a fire, the "INCIDENT PERIOD" may encompass several days.





**INSTRUCTIONS: PRELIMINARY DAMAGE ASSESSMENT - PUBLIC ASSISTANCE**  
(continued)

12. DATE OF SURVEY - Indicate the date this damage assessment was conducted.
13. PAGE \_\_\_\_\_ OF \_\_\_\_\_ - Pages should be numbered in consecutive order with the total number of pages indicated on each page, i.e., 1 of 5, 2 of 5, 3 of 5, etc.

**DAMAGE ASSESSMENT INFORMATION - PUBLIC ASSISTANCE**

14. SITE NO. - is an abbreviation for reference number. Each affected site is to be numbered in consecutive order for ease in identification totaling sites, facilities, etc. These numbers can be shown on a map for quick location reference and later cross referenced to a specific DSR.
15. NAME/LOCATION (STREET, X-ROAD, ETC) - Give the name of the damaged or destroyed facility as well as its site location. For example: XYZ Waste Water Treatment Plant, 2.8 miles west of Rte 20 and Osmosis St.
16. DESCRIPTION OF DAMAGE - Describe the general damage incurred at the particular site identified. However, each entry should correspond to only one single category of work. Do not combine categories of work. For example: if you are documenting damages to a building, enter all damages to the building on one line. A second entry for associated debris removal should be entered on a separate line. The following are only examples and can serve as a general guide:

*Category A - Emergency Debris Removal*

"Wind generated building materials, trees and personal property on public property," or "rock, sand, trees, stumps, and other debris reducing waterway opening at culvert."  
Overtime costs only.

*Category B - Emergency Protective Measures*

"Search and rescue, traffic control and security; police and fireman overtime pay, only, no straight time for regular employees.

*Category C - Roads, Signs, Bridges*

"Roadway surface washed out by floodwater," or "pavement washed out and failed, subgrade and ditches scoured," or "flood damage to road surface, culvert and ditches," or "bridge abutments undermined, wing walls and rip-rap washed out."

*Category D - Water Control (Facilities)*

"High water damaged levee," or "high velocity flow scoured material from behind drainage or outlet structures."

*Category E - Public Buildings and Equipment*

"Floodwaters deposited debris throughout interior of building," or "walls, floors, ceiling, doors, HVAC systems, wiring, plumbing, roofing, etc. damaged."

*Category F - Public Utilities*

"Sewer lines blocked with debris," or "electrical distribution system damaged."

*Category G - Parks, Recreational Facilities, Other*

"Floodwaters, high winds damaged/destroyed park grasslands," or "school ballpark lights misaligned."



**INSTRUCTIONS: PRELIMINARY DAMAGE ASSESSMENT - PUBLIC ASSISTANCE**  
**(continued)**

17. CATEGORY A - DEBRIS REMOVAL - Estimate, on a site by site basis, the total dollar cost to remove debris and dispose of elsewhere. Use \$3 - \$4 per cubic yard of debris to estimate cost. Hint: Calculate the amount of debris on a cubic yardage, site by site basis. The size of any one "site" is generally considered to be about all the debris, along one city block, which could be brought to the right-of-way and hauled away. Add all sites together and report on one line. Retain estimates for later use.
18. CATEGORY B - PROTECTIVE MEASURES - Estimate the total dollar expenses incurred for labor, equipment, and materials used in responding to the incident.
19. CATEGORY C - ROADS, SIGNS, BRIDGES - Estimate damages, in dollars, to the damaged entity's road systems to include: pavement, subgrade, ditches, culverts, curbs, gutters, sidewalks, bridge abutments, wing walls, rip-rap, signs, etc.
20. CATEGORY D - WATER CONTROL - Estimate damages, in dollar, to any flood control, drainage, and irrigation works including, but not limited to: dikes, levees, drainage channels, drops, checks, siphons, flumes, gabions, and catch basins.
21. CATEGORY E - BLDGS & EQUIP - Estimate in dollars, damages to any hospitals, public libraries, penal and public welfare institutions, public colleges and universities, police and fire stations, public office buildings and recreational buildings along with related equipment, furnishings, consumable supplies, etc. This includes those privately owned, not for profit, buildings and related equipment damaged or destroyed as a result of the incident.
22. CATEGORY F - PUBLIC UTILITIES - Estimate, in dollars, damages incurred by municipal owned utilities to include electrical distribution system, water and waste water treatment facilities, sewage pump station, wells, etc. Also obtain estimates of damages incurred by private non-profit rural electric cooperatives, telephone companies, and other large private non--profit entities.
23. CATEGORY G - PARKS & REC & OTHER - Estimate, in dollars, damages to town owned recreational areas and equipment to include tennis courts, ball parks, recreational parks, school stadiums (not school buildings), swimming facilities, soccer fields, etc.
24. TOTAL ESTIMATED DAMAGES - Add together the amount of dollar damages or expenses incurred on each line and enter that amount here.
25. DOLLAR AMOUNT INSURANCE COVERAGE - Request from the proper official(s), the dollar insurance coverage for any of the described damages. Enter this amount as indicated. If the amount of insurance coverage is unknown, enter unknown. However, continue to try and obtain the "DOLLAR INSURANCE COVERAGE" and report the information as it becomes available.







**INSTRUCTIONS: PRELIMINARY DAMAGE ASSESSMENT - PUBLIC ASSISTANCE**  
**(continued)**

26. TOTAL ESTIMATED UNINS. LOSS - The "TOTAL ESTIMATED UNINSURED LOSS" is calculated by subtracting the "DOLLAR INSURANCE COVERAGE" from the "TOTAL ESTIMATED DAMAGES."
27. COMMENTS (NOTE ANY ADVERSE IMPACTS DUE TO LOSS) - Enter any information not heretofore disclosed, which would indicate severe impact to the community, its people, the economy, etc.



## **CHAPTER 5**

### **APPLICANT BRIEFING UPON DECLARATION**

Upon determination that the incident has been declared a major disaster by the President, applicant briefings will be scheduled.

This briefing will be given by MEMA and FEMA to provide critical information concerning how your must proceed to claim expenses incurred to recover from the disaster. It is imperative that you send people of authority and knowledge of the damages incurred to the briefing.

You will be required to complete and submit the Notice of Interest (NOI) form.

The representatives noted on the form should be available for contact by the FEMA/MEMA inspection teams.

The NOI is the actual application to the Public Assistance Program. This document initiates the site visit by FEMA and the preparation of the Damage Survey Reports (DSR) which identify the scope of work to be accomplished, and the estimated amount of money the project should cost. A DSR is prepared for every eligible damage site shown to the DSR Inspection Team.

Other information which you will need to supply to MEMA/FEMA include:

Appointment of Authorized Applicant Agent (see Chapter 3).

If you are a Private Non-Profit (PNP) you will need to complete forms to substantiate your eligibility status.



FEDERAL EMERGENCY MANAGEMENT AGENCY  
NOTICE OF INTEREST  
IN APPLYING FOR FEDERAL DISASTER ASSISTANCE

OMB NO. 3067-0033  
EXPIRES MAY 31, 1993

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 30 minutes per response. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing, and submitting the form. Send comments regarding this burden estimate or any aspect of this requirement, including suggestions for reducing this burden, to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, S.W., Washington, D.C. 20472; and to the Office of Management and Budget, Paperwork Reduction Project (3067-0033), Washington, D.C. 20503.

DECLARATION NUMBER

PROJECT APPLICATION NUMBER

NOI DATE

FEMA - - DR

The purpose of this form is to list damages to property and facilities so that inspections may be appropriately assigned for formal survey.

REQUIREMENTS FOR FEDERAL DAMAGE SURVEYS

A. DEBRIS CLEARANCE

- ☐ On public Roads & Streets including ROW
- ☐ Other Public Property
- ☐ Private Property (When undertaken by local govt. forces)
- ☐ Structure Demolition

C. ROAD SYSTEM

- ☐ Roads ☐ Streets ☐ Traffic Control
- ☐ Bridges ☐ Culverts ☐ \* \_\_\_\_\_

E. BUILDINGS AND EQUIPMENT

- ☐ Buildings and Equipment
- ☐ Supplies or Inventory
- ☐ Vehicles or other equipment
- ☐ Transportation Systems
- ☐ \* \_\_\_\_\_

G. OTHER (Not in the above categories)

- ☐ Park Facilities
- ☐ Recreational Facilities

B. PROTECTIVE MEASURES

- ☐ Life and Safety
- ☐ Property
- ☐ Health
- ☐ Stream/Drainage Channels

D. WATER CONTROL FACILITIES

- ☐ Dikes ☐ Dams
- ☐ Drainage Channels ☐ Irrigation Works
- ☐ Levees ☐ \* \_\_\_\_\_

F. PUBLIC UTILITY SYSTEMS

- ☐ Water
- ☐ Sanitary Sewerage
- ☐ Storm Drainage
- ☐ Light/Power
- ☐ \* \_\_\_\_\_

\* Indicate type of facility

NAME OF POLITICAL SUBDIVISION OR ELIGIBLE APPLICANT (NOTE: If private Non-Profit, provide name of facility and/or Private Non-Profit Owner.)

PRIVATE NON-PROFIT

☐ YES ☐ NO

COUNTY

AGENT/TITLE

BUSINESS ADDRESS ( Include Zip Code )

BUSINESS TELEPHONE ( Include Area Code and Extension )

HOME TELEPHONE (Include Area Code )





## CHAPTER 6

### DAMAGE SURVEY REPORTS (DSR)

The heart of the public assistance system is in the Damage Survey Report (DSR). In the process of preparing the DSR's, which are required for both Emergency and Permanent Work, Federal and State engineers are dispatched to the disaster area. The Authorized Applicant's Agent should ensure a local representative (preferably an engineer) meet to form a three-member team to evaluate the cost of repair or replacement of damaged facilities. This evaluation is recorded on the DSR's.

DSR's are completed for each category of work applicable. Each applicable category will have one or more DSR's depending on the number of work sites in that category.

Each member of the team has the option to agree or disagree with the initial finding of the field DSR. If the State or local DSR team representative disagrees with the field DSR, a written statement detailing the disagreement must be attached to the DSR for consideration.

When the team completes and signs each DSR, the DSR's are forwarded to FEMA for approval. After the DSR's are approved, and further changes/additions to the scope of work, time extensions, or cost overruns for each DSR must be submitted to the Governor's Authorized Representative (GAR) before any funds are disbursed for these changes. The scope of work details the exact amount of work eligible for that particular damage site. Time extensions and cost overruns will be addressed in another section.



| FEDERAL EMERGENCY MANAGEMENT AGENCY<br>DAMAGE SURVEY REPORT - DATA SHEET               |      | 1. DECLARATION NO.<br>FEMA. .OR.      |                     | 2. DSR NO<br><b>72254</b>                    |                   | SUPP TO DSR NO.  |  |
|--|------|---------------------------------------|---------------------|--|-------------------|--|--|
| PART I - PROJECT DESCRIPTION   |      |                                       |                     |  |                   |  |  |
| APPLICANT NAME/COUNTY  |      |                                       |                     | 3. PA IDENTIFICATION NO.                     |                   |  |  |
| 11. DAMAGED FACILITY   |      |                                       |                     | 4. INSPECTION DATE                           |                   | 5. PROJECT NO.   |  |
|  |      |                                       |                     | 6. % COMPLETE                                |                   | 7. WORK ACCOM BY<br>F C FC   |  |
|  |      |                                       |                     | 8. FINAL DSR<br>YES <input type="checkbox"/> |                   |  |  |
| 12. FACILITY LOCATION  |      |                                       |                     |  |                   |  |  |
| 13. DAMAGE DIMENSIONS/DESCRIPTION/SCOPE OF ELIGIBLE WORK<br>DIMENSIONS:<br>DESC/SCOPE: |      |                                       |                     |  |                   |  |  |
| 14. INSP NO.   |      | 15. NAME OF FEDERAL INSPECTOR (Print) |                     | 16. AGENCY CODE                              |                   | RECOMMENDATION<br>Y N  |  |
| 18. INSP NO.   |      | NAME OF STATE INSPECTOR (Print)       |                     | AGENCY CODE                                  |                   | RECDMMENDATION<br>Y N  |  |
| 19. NAME OF LOCAL REPRESENTATIVE (Print)   |      |                                       |                     | CONCUR<br>Y N                                |                   | ATTACHMENTS  |  |
| PART II - ESTIMATED COST OF PROPOSED WORK  |      |                                       |                     |  |                   |  |  |
| ITEM   | CODE | MATERIAL AND/OR DESCRIPTION<br>(a)    | UNIT OF MEAS<br>(b) | QUANTITY<br>(c)                              | UNIT PRICE<br>(d) | COST<br>(e)  |  |
| 1  |      |                                       |                     |  |                   |  |  |
| 2  |      |                                       |                     |  |                   |  |  |
| 3  |      |                                       |                     |  |                   |  |  |
| 4  |      |                                       |                     |  |                   |  |  |
| 5  |      |                                       |                     |  |                   |  |  |
| 6  |      |                                       |                     |  |                   |  |  |
| 7  |      |                                       |                     |  |                   |  |  |
| 8  |      |                                       |                     |  |                   |  |  |
| 20. EXISTING INSURANCE TYPE - F: \$ G: \$  |      |                                       |                     |  |                   | 21. TOTAL \$   |  |
| PART III - FLOODPLAIN MANAGEMENT/HAZARD MITIGATION REVIEW                              |      |                                       |                     |  |                   |  |  |
| 22. IN OR AFFECTS FLOOD-<br>PLAIN OR WETLAND<br>F W N                                  |      | 23. FLOODPLAIN LOC<br>1 2 3 4 5       |                     | 24. % DAMAGE<br>1 2 3 4                      |                   | 25. DISASTER HISTORY<br>Y N U  |  |
|  |      |                                       |                     | 26. LAND USE<br>U 1 2 3 4 D 1 2 3 4          |                   | 27. FPM REC<br>1 2 3 4 5 6 7   |  |
| PART IV - FOR FEMA USE ONLY  |      |                                       |                     |  |                   |  |  |
| 28. AMOUNT ELIG<br>\$  |      | 29. ELIGIBLE<br>Y N S V               |                     | 30. SPECIAL CONSIDERATIONS                   |                   | 31. FLOODPLAIN REVIEW NO.<br>[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] |  |
| 33. INSURANCE COM-<br>MITMENT REQUIRED   |      | F. Building: \$<br>Content: \$        |                     | G. Property: \$<br>Content: \$               |                   | 34. DURATION<br>(Years) F. B: C: G. P: C:                            |  |
| 36. COMMENTS/CHANGES   |      |                                       |                     |  |                   |  |  |
| FIRST REVIEW (Signature)   |      |                                       |                     | DATE   |                   | SECOND REVIEW (Signature)  |  |
|  |      |                                       |                     |  |                   | DATE   |  |







# FORCE ACCOUNT LABOR RECORD

APPLICANT NAME: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

PAGE \_\_\_\_\_ OF \_\_\_\_\_ PAGE(S)

TIME PERIOD: \_\_\_\_\_ TO \_\_\_\_\_ 19 \_\_\_\_\_

| NAME | JOB TITLE | DATE | DATE/HOURS WORKED EACH DAY |  |  |  |  |  |  | TOTAL HOURS | RATE W/O BENEFITS | REGULAR PAY | OVERTIME PAY |
|------|-----------|------|----------------------------|--|--|--|--|--|--|-------------|-------------------|-------------|--------------|
|      |           |      |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | REG  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | O/T  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | REG  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | O/T  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | REG  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | O/T  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | REG  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | O/T  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | REG  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | O/T  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | REG  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | O/T  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | REG  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | O/T  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | REG  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | O/T  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | REG  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | O/T  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | REG  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | O/T  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | REG  |                            |  |  |  |  |  |  |             |                   |             |              |
|      |           | O/T  |                            |  |  |  |  |  |  |             |                   |             |              |

I CERTIFY THAT THE ABOVE INFORMATION WAS TRANSCRIBED FROM TIME SHEETS, PAYROLL RECORDS,  
OR OTHER DOCUMENTS WHICH ARE AVAILABLE FOR AUDIT.

CERTIFIED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

FOR FEMA USE ONLY: DSR # \_\_\_\_\_ PAGE \_\_\_\_\_ OF \_\_\_\_\_

TOTAL TOTAL FRINGE RATE TOT. O/T PAY GRAND TOTAL



# FORCE ACCOUNT EQUIPMENT RECORD

APPLICANT NAME: \_\_\_\_\_ LOCATION: \_\_\_\_\_ PAGE \_\_\_\_\_ OF \_\_\_\_\_ PAGE(S) \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ TIME PERIOD: \_\_\_\_\_ TO \_\_\_\_\_ 19 \_\_\_\_\_

[illegible]

I CERTIFY THAT THE ABOVE INFORMATION WAS TRANSCRIBED FROM DAILY LOGS OR OTHER DOCUMENTS WHICH ARE AVAILABLE FOR AUDIT.

CERTIFIED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

| FOR FEMA USE ONLY: DSR # | PAGE | OF |
|--------------------------|------|----|
|                          |      |    |

REVISED 7/19/98



# MATERIALS RECORD

APPLICANT NAME: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

PAGE \_\_\_\_\_ OF \_\_\_\_\_ PAGE(S)

TIME PERIOD: \_\_\_\_\_ TO \_\_\_\_\_ 19 \_\_\_\_\_

[illegible]

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CERTIFIED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

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|--------------------------|---|------|----|
| 1                        | 2 | 3    | 4  |





CONTRACT EQUIPMENT RECORD

APPLICANT NAME: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

PAGE \_\_\_\_\_ OF \_\_\_\_\_ PAGE(S)

TIME PERIOD: \_\_\_\_\_ TO \_\_\_\_\_ IS \_\_\_\_\_

| TYPE OF EQUIPMENT<br>INDICATE SIZE, CAPACITY, HORSEPOWER,<br>MAKE AND MODEL AS APPROPRIATE | DATE &<br>HOURS<br>USED | RATE PER HOUR    |                     | TOTAL<br>COST | VENDOR | INVOICE<br>NUMBER | CHECK<br>NUMBER    | AMOUNT<br>PAID |
|--|-------------------------|------------------|---------------------|---------------|--------|-------------------|--------------------|----------------|
|  |                         | WITH<br>OPERATOR | WITHOUT<br>OPERATOR |               |        |                   |                    |                |
|  |                         |                  |                     |               |        |                   |                    |                |
|  |                         |                  |                     |               |        |                   |                    |                |
|  |                         |                  |                     |               |        |                   |                    |                |
|  |                         |                  |                     |               |        |                   |                    |                |
|  |                         |                  |                     |               |        |                   |                    |                |
|  |                         |                  |                     |               |        |                   |                    |                |
|  |                         |                  |                     |               |        |                   |                    |                |
|  |                         |                  |                     |               |        |                   |                    |                |
|  |                         |                  |                     |               |        |                   |                    |                |
|  |                         |                  |                     |               |        |                   |                    |                |
|  |                         |                  |                     |               |        |                   |                    |                |
|  |                         |                  |                     |               |        |                   |                    |                |
|  |                         |                  |                     |               |        |                   |                    |                |
|  |                         |                  |                     |               |        |                   |                    |                |
| TOTAL HOURS  |                         |                  |                     |               |        |                   | TOTAL<br>AMT. PAID |                |

I CERTIFY THAT THE ABOVE INFORMATION WAS TRANSCRIBED FROM DAILY LOGS OR OTHER DOCUMENTS WHICH ARE AVAILABLE FOR AUDIT.

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CONTRACT SERVICES RECORD

APPLICANT NAME: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

PAGE \_\_\_\_\_ OF \_\_\_\_\_ PAGE(S) \_\_\_\_\_

TIME PERIOD: \_\_\_\_\_ TO \_\_\_\_\_ 19 \_\_\_\_\_

[illegible]

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FEDERAL EMERGENCY MANAGEMENT AGENCY  
STATE AND LOCAL PROGRAMS AND SUPPORT  
DISASTER ASSISTANCE PROGRAMS  
WASHINGTON, D.C. 20472

SCHEDULE OF EQUIPMENT RATES

The rates on this Schedule of Equipment Rates are for equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under PL 93-288, as amended, for ownership and operation of equipment, including depreciation, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incident to operation. Standby equipment costs are not eligible. Equipment must be in actual operation to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in FEMA criteria. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR 206.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT AFTER THE DATE OF PUBLICATION OF THIS SCHEDULE.

| COST<br>CODE | EQUIPMENT                | CAPACITY   | SIZE      | HOURLY<br>RATE | COST<br>CODE | EQUIPMENT                | CAPACITY   | SIZE | HOURLY<br>RATE |
|--------------|--------------------------|------------|-----------|----------------|--------------|--------------------------|------------|------|----------------|
| 8010         | AIR COMPRESSOR           | TO 150 CFM |           | 34.50          | 8131         | CRANE                    | TO 10 TH   |      | 24.0           |
| 8011         | AIR COMPRESSOR           | TO 225 CFM |           | 7.00           | 8132         | CRANE                    | TO 20 TH   |      | 39.0           |
| 8012         | AIR COMPRESSOR           | TO 325 CFM |           | 11.50          | 8133         | CRANE                    | TO 30 TH   |      | 52.0           |
| 8013         | AIR COMPRESSOR           | TO 425 CFM |           | 13.00          | 8134         | CRANE                    | TO 45 TH   |      | 56.0           |
| 8014         | AIR COMPRESSOR           | TO 600 CFM |           | 20.00          | 8135         | CRANE                    | TO 50 TH   |      | 61.0           |
| 8020         | AMBULANCE                |            |           | .33/HI         | 8140         | DREDGE                   | TO 160 HP  |      | 27.0           |
| 8030         | AUTOMOBILE               |            |           | .25/HI         | 8141         | DREDGE                   | TO 240 HP  |      | 32.0           |
| 8040         | BOAT                     |            | TO 50 HP  | 8.00           | 8150         | EXCAVATOR, HYDRAULIC (1) | TO 0.50 CY |      | 23.0           |
| 8041         | BOAT                     |            | TO 75 HP  | 11.50          | 8151         | EXCAVATOR, HYDRAULIC (1) | TO 1.00 CY |      | 30.0           |
| 8042         | BOAT                     |            | TO 100 HP | 13.50          | 8152         | EXCAVATOR, HYDRAULIC (1) | TO 1.25 CY |      | 32.0           |
| 8050         | BROOM, SELF PROP         |            |           | 7.75           | 8153         | EXCAVATOR, HYDRAULIC (1) | TO 1.50 CY |      | 43.0           |
| 8060         | BROOM, TOW POWER         |            |           | 3.00           | 8154         | EXCAVATOR, HYDRAULIC (1) | TO 2.00 CY |      | 68.0           |
| 8070         | BROOM, TOWED             |            |           | 1.50           | 8170         | FORK LIFT                | TO 50 HP   |      | 6.0            |
| 8080         | BRUSH CHIPPER            |            | TO 65 HP  | 4.75           | 8171         | FORK LIFT                | TO 80 HP   |      | 12.0           |
| 8081         | BRUSH CHIPPER            |            | TO 105 HP | 8.50           | 8201         | GENERATOR (2)            | TO 11 HP   |      | 1.0            |
| 8082         | BRUSH CHIPPER            |            | TO 165 HP | 13.00          | 8202         | GENERATOR (2)            | TO 21 HP   |      | 3.7            |
| 8090         | BUS                      | TO 16 PASS |           | 0.33/HI        | 8203         | GENERATOR (2)            | TO 25 HP   |      | 5.5            |
| 8091         | BUS                      | OV 16 PASS |           | 0.47/HI        | 8204         | GENERATOR (2)            | TO 50 HP   |      | 8.0            |
| 8100         | CHAIN SAW                |            |           | 1.25           | 8205         | GENERATOR (2)            | TO 75 HP   |      | 10.5           |
| 8110         | CLAM OR DRAGLINE         | TO 1.00 CY |           | 34.00          | 8206         | GENERATOR (2)            | TO 100 HP  |      | 12.0           |
| 8111         | CLAM OR DRAGLINE         | TO 1.25 CY |           | 41.00          | 8207         | GENERATOR (2)            | TO 150 HP  |      | 15.0           |
| 8112         | CLAM OR DRAGLINE         | TO 1.50 CY |           | 49.00          | 8208         | GENERATOR (2)            | TO 200 HP  |      | 26.0           |
| 8113         | CLAM OR DRAGLINE         | TO 2.00 CY |           | 61.00          | 8221         | GRADER, MOTOR            | TO 75 HP   |      | 13.0           |
| 8120         | COMPACTOR, HAND HELD     |            | TO 5 HP   | 1.50           | 8222         | GRADER, MOTOR            | TO 100 HP  |      | 21.0           |
| 8121         | COMPACTOR, HAND HELD     |            | TO 12 HP  | 4.00           | 8223         | GRADER, MOTOR            | TO 135 HP  |      | 23.0           |
| 8285         | CONCRETE, FLOOR TROWEL   |            | TO 8 HP   | 1.00           | 8224         | GRADER, MOTOR            | TO 155 HP  |      | 26.0           |
| 8280         | CONCRETE MIXER, PORTABLE |            | TO 8 HP   | 1.25           | 8225         | GRADER, MOTOR            | TO 187 HP  |      | 26.0           |
| 9290         | CONCRETE, TRANSIT MIXER  |            | TO 235 HP | 35.00          | 8226         | GRADER, MOTOR            | TO 210 HP  |      | 31.0           |
| 9291         | CONCRETE, TRANSIT MIXER  |            | TO 285 HP | 38.00          | 8227         | GRADER, MOTOR            | TO 250 HP  |      | 47.0           |
| 8130         | CRANE                    | TO 5 TH    |           | 17.00          | 8228         | GRADER, MOTOR            | TO 275 HP  |      | 60.0           |

24-MAR-92



| COST<br>CODE | EQUIPMENT                | CAPACITY   | SIZE      | HOURLY<br>RATE | COST<br>CODE | EQUIPMENT          | CAPACITY     | SIZE      | HOURLY<br>RATE |
|--------------|--------------------------|------------|-----------|----------------|--------------|--------------------|--------------|-----------|----------------|
| 8240         | LOADER, CRAWLER (3)      | TO 0.75 CY |           | \$10.50        | 8400         | SPREADER, TLGATE   |              | TO 7 HP   | \$1.00         |
| 8241         | LOADER, CRAWLER (3)      | TO 1.00 CY |           | 13.00          | 8410         | SLEEPER, PICKUP    |              | TO 95 HP  | 20.00          |
| 8242         | LOADER, CRAWLER (3)      | TO 1.50 CY |           | 16.50          | 8411         | SWEeper, PICKUP    |              | TO 175 HP | 23.00          |
| 8243         | LOADER, CRAWLER (3)      | TO 2.00 CY |           | 23.00          | 8420         | TRACTOR, CRAWLER   |              | TO 42 HP  | 9.00           |
| 8244         | LOADER, CRAWLER (3)      | TO 2.50 CY |           | 29.00          | 8421         | TRACTOR, CRAWLER   |              | TO 67 HP  | 13.50          |
| 8245         | LOADER, CRAWLER (3)      | TO 3.00 CY |           | 34.00          | 8422         | TRACTOR, CRAWLER   |              | TO 78 HP  | 16.00          |
| 8246         | LOADER, CRAWLER (3)      | TO 4.00 CY |           | 55.00          | 8423         | TRACTOR, CRAWLER   |              | TO 110 HP | 21.00          |
| 8260         | LOADER, WHEELED (3)      | TO 0.25 CY |           | 6.00           | 8424         | TRACTOR, CRAWLER   |              | TO 165 HP | 30.00          |
| 8261         | LOADER, WHEELED (3)      | TO 0.50 CY |           | 7.50           | 8425         | TRACTOR, CRAWLER   |              | TO 210 HP | 44.00          |
| 8262         | LOADER, WHEELED (3)      | TO 1.00 CY |           | 11.00          | 8426         | TRACTOR, CRAWLER   |              | TO 310 HP | 58.00          |
| 8263         | LOADER, WHEELED (3)      | TO 1.50 CY |           | 15.00          | 8440         | TRACTOR, WHEELED   |              | TO 50 HP  | 5.00           |
| 8264         | LOADER, WHEELED (3)      | TO 2.00 CY |           | 16.00          | 8441         | TRACTOR, WHEELED   |              | TO 83 HP  | 6.50           |
| 8265         | LOADER, WHEELED (3)      | TO 2.50 CY |           | 20.00          | 8442         | TRACTOR, WHEELED   |              | TO 134 HP | 17.00          |
| 8266         | LOADER, WHEELED (3)      | TO 3.00 CY |           | 23.00          | 8443         | TRACTOR, WHEELED   |              | TO 186 HP | 28.00          |
| 8267         | LOADER, WHEELED (3)      | TO 4.00 CY |           | 31.00          | 8444         | TRACTOR, WHEELED   |              | TO 215 HP | 38.00          |
| 8268         | LOADER, WHEELED (3)      | TO 4.5 CY  |           | 36.00          | 8463         | TRAILER, DUMP      | TO 12 CY     |           | 5.50           |
| 8269         | LOADER, WHEELED (3)      | TO 5.0 CY  |           | 41.00          | 8460         | TRAILER, DUMP      | TO 20 CY     |           | 6.25           |
| 8306         | PAYEMENT BREAKER         |            | TO 75 HP  | 12.00          | 8461         | TRAILER, DUMP      | TO 24 CY     |           | 7.50           |
| 8307         | PAYEMENT BREAKER         |            | TO 150 HP | 29.00          | 8480         | TRAILER, EQUIPMENT | TO 10 TN     |           | 2.00           |
| 8300         | PAVER                    |            | TO 44 HP  | 9.00           | 8481         | TRAILER, EQUIPMENT | TO 20 TN     |           | 2.75           |
| 8301         | PAVER                    |            | TO 96 HP  | 27.00          | 8482         | TRAILER, EQUIPMENT | TO 30 TN     |           | 4.75           |
| 8302         | PAVER                    |            | TO 260 HP | 46.00          | 8483         | TRAILER, EQUIPMENT | TO 40 TN     |           | 5.50           |
| 8310         | PLow, MOUNTED            |            |           | 2.50           | 8484         | TRAILER, EQUIPMENT | TO 50 TN     |           | 8.50           |
| 8320         | PUMP                     | TO 1.5 IN  |           | 1.00           | 8490         | TRAILER, LIQUID    | TO 3000 GAL  |           | 10.00          |
| 8321         | PUMP                     | TO 2.0 IN  |           | 1.25           | 8491         | TRAILER, LIQUID    | TO 5000 GAL  |           | 12.00          |
| 8322         | PUMP                     | TO 3.0 IN  |           | 1.50           | 8492         | TRAILER, LIQUID    | TO 10000 GAL |           | 16.00          |
| 8323         | PUMP                     | TO 4.0 IN  |           | 2.50           | 8500         | TRAILER OFFICE     |              |           | 5.00/DY        |
| 8324         | PUMP                     | TO 6.0 IN  |           | 8.00           | 8510         | TRENCHER           |              | TO 36 HP  | 6.00           |
| 8325         | PUMP                     | TO 8.0 IN  |           | 9.00           | 8511         | TRENCHER           |              | TO 65 HP  | 9.00           |
| 8326         | PUMP                     | TO 10.0 IN |           | 10.00          | 8512         | TRENCHER           |              | TO 94 HP  | 15.00          |
| 8327         | PUMP                     | TO 12.0 IN |           | 14.50          | 8513         | TRENCHER           |              | TO 113 HP | 25.00          |
| 8340         | PUMP, W/O POWER          | TO 16.0 IN |           | 0.50           | 8514         | TRENCHER           |              | TO 164 HP | 42.00          |
| 8341         | PUMP, W/O POWER          | TO 20.0 IN |           | 1.00           | 8520         | TRUCK              | TO 0.5 TN    |           | .25/MI         |
| 8342         | PUMP, W/O POWER          | TO 24.0 IN |           | 1.25           | 8521         | TRUCK (4)          |              | TO 130 HP | 7.50           |
| 8350         | ROLLER                   |            | TO 58 HP  | 6.50           | 8522         | DELETED            |              |           |                |
| 8351         | ROLLER                   |            | TO 96 HP  | 13.00          | 8523         | TRUCK (4)          | TO 4 CY      | TO 150 HP | 13.00          |
| 8352         | ROLLER                   |            | TO 114 HP | 16.00          | 8524         | TRUCK (4)          | TO 6 CY      | TO 175 HP | 13.00          |
| 8353         | ROLLER                   |            | TO 150 HP | 22.00          | 8525         | TRUCK (4)          | TO 8 CY      | TO 190 HP | 16.00          |
| 8360         | ROLLER, TOWED (PER DRUM) |            |           | 0.75           | 8526         | TRUCK (4)          | TO 10 CY     | TO 250 HP | 24.00          |
| 8370         | SAW, CONCRETE            |            | TO 18 HP  | 2.25           | 8527         | TRUCK (4)          | TO 12 CY     | TO 275 HP | 24.00          |
| 8371         | SAW, CONCRETE            |            | TO 65 HP  | 7.00           | 8528         | TRUCK (4)          | OV 12 CY     | TO 400 HP | 28.00          |
| 8380         | SCRAPER                  | TO 11 CY   |           | 43.00          | 8530         | TRUCK              | TO 1 TN      |           | .31/MI         |
| 8381         | SCRAPER                  | TO 16 CY   |           | 56.00          | 8531         | TRUCK (4)          | TO 1 TN      |           | 9.50           |
| 8382         | SCRAPER                  | TO 22 CY   |           | 72.00          | 8532         | TRUCK (4)          | TO 3 TN      |           | 11.00          |
| 8390         | SCRAPER, TOWED           | TO 9 CY    |           | 13.00          | 8550         | WELDER             |              | TO 15 HP  | 2.00           |
| 8391         | SCRAPER, TOWED           | TO 12 CY   |           | 14.00          | 8551         | WELDER             |              | TO 32 HP  | 5.00           |
| 8392         | SCRAPER, TOWED           | TO 18 CY   |           | 18.00          | 8552         | WELDER             |              | TO 56 HP  | 7.00           |

# GENERAL NOTES

24-MAR-92

ALL CAPACITIES LISTED ARE BASED ON FACTORY DESIGNATED STRUCK CAPACITY  
TRUCKS USED FOR TRANSPORT OF PEOPLE MUST BE BASED ON RATE PER MILE.

- (1) SEE LOADER, WHEELED OR CRAWLER FOR EQUIPMENT WHICH HAS A BACKHOE BUCKET AND FRONT END BUCKET
- (2) TO CONVERT GENERATOR HP TO KW, DIVIDE HP / 1.34
- (3) WHEN EQUIPMENT IS USED AS A BACKHOE, USE THE RATE FOR THE FRONT END BUCKET
- (4) THIS RATE APPLIES TO ALL FLATBED, UTILITY, BOOM-MOUNTED, FIRE, AND TRACTOR TRUCKS





## **INSURANCE REQUIREMENTS**

### **GENERAL**

1. Actual or anticipated insurance recoveries shall be deducted from otherwise eligible costs.
2. Insurance will not be required when the approved estimate is less than \$5,000.00 (only insurance items such as buildings and equipment).
3. When insurance is required as a condition of approval, the State must provide FEMA with acceptable assurances that the applicant will, as a minimum, obtain and maintain insurance for the approved DSR estimate.
4. No assistance will be provided for any facility for which assistance was previously received unless the insurance was obtained and maintained as required.

### **FLOOD INSURANCE**

Where a building damaged by flooding is located in a special flood hazard area, and such building and its contents are not fully covered by flood insurance, assistance shall be reduced. The amount of the reduction shall be the value of the building immediately prior to the damage, or the maximum amount of the insurance proceeds which would have received had the building and its contents been covered by a standard flood insurance policy, whichever is less.

FEMA will require flood insurance for flood damaged buildings located outside the base floodplain when such insurance is reasonably available, adequate, and necessary.





## **CHAPTER 7**

### **INFORMATION FLOW**

Management of a declared disaster results in voluminous paperwork and governmental forms. All serve a purpose and all have been deemed necessary to manage the program. In addition to the forms already discussed you should be familiar with the following:

1. Time Extension Request
2. Advances & Reimbursements
3. Request for Advance Funds
4. Improved Projects
5. Alternate Projects

Included in this chapter is a description of the forms. Additionally review Chapter 9 for fund tracking/reporting forms.



## 1. TIME EXTENSIONS

Specific time frames are established for completion of eligible work.

|                  |                      |           |
|------------------|----------------------|-----------|
| Emergency Work - | Debris Removal       | 6 months  |
|                  | Protective Measures  | 6 months  |
| Permanent Work - | All other categories | 18 months |

These time frames begin at the date of the declaration. For example, if the Presidential disaster declaration is received on January 1, 1995, all emergency work must be completed by June 30, 1995. Permanent work must be completed by June 30, 1996.

However, the magnitude of the disaster or other extenuating circumstances may prohibit completion of projects within the designated time frames. As soon as the applicant (subgrantee) is aware that a project cannot be completed within the designated time frame, a time extension request should be submitted to the MEMA Disaster Recovery Manager. The request should indicate the DSR #, the reason for delay, and the expected completion date. The request will be forwarded to the Disaster Recovery Manager, who can grant time extensions for a reasonable amount of time beyond those mentioned above.

If a project is not completed within the designated time frame, and a time extension has not been received, state and federal funds may be jeopardized.

See attached Sample TIME EXTENSION REQUEST form.





## TIME EXTENSION REQUEST

DATE: \_\_\_\_\_

TO: Massachusetts Emergency Management Agency  
Disaster Recovery Manager  
400 Worcester Road  
P.O. Box 1496  
Framingham, MA 01701-0317  
(508) 820-2000  
(Fax: 508-820-1404)

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBJECT: Time Extension  
Request for DSR # \_\_\_\_\_ Category \_\_\_\_\_  
Declaration FEMA-\_\_\_\_\_-DR-MA  
(submit one per DSR)

A time extension is requested for the above Damage Survey Report (DSR).

PROJECT TITLE: \_\_\_\_\_ FACILITY LOCATION: \_\_\_\_\_

PRESENT STATUS OF WORK:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REASON WHY WORK IS DELAYED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ESTIMATED COMPLETION DATE: \_\_\_\_\_

APPLICANT AGENT'S SIGNATURE: \_\_\_\_\_



## 2. ADVANCES AND REIMBURSEMENTS

Damage Survey Reports (DSR) are divided into large and small projects. The dollar amount determining a large and small project is adjusted each year, on October 1st, and is based upon the Consumer Price Index. (The dollar amount for large and small projects indicated in Subpart G and H, Appendix A, may not be correct. The correct information will be provided at the Applicants Briefing.)

The Federal share (75%) and State share (if any) for all small project DSR's will be released upon approval of the DSR, and receipt of all required administrative forms.

The Federal share for all large project DSR's will be reimbursed based upon completion of work. Requests for partial reimbursement must be to meet immediate needs and based on actual expenditures. The applicant (subgrantee) must certify the amount spent, the percentage of work completed, and the anticipated work completion date.

See attached Sample RECAP SHEET form.

## 3. REQUEST FOR ADVANCE OF FUNDS

See attached Sample REQUEST FOR ADVANCE OF FUNDS form



## RECAP SHEET

Applicant: \_\_\_\_\_

Advance No.: \_\_\_\_\_

Period covered in this request: \_\_\_\_\_

[illegible]

**Please total columns 3 and 4 separately.  
State fills in columns 2, 5 and 6.**





**REQUEST FOR ADVANCE OF FUNDS**

FEMA-        -DR-MA

Paid expenditures from \_\_\_\_\_ to date of this request.  
(date)

Full amount (100% paid)  
(total of column 3 attached) \_\_\_\_\_

Projected 30-day requirement from date of request

Full amount (100%) of 30-day obligations  
(total of column 4 attached) \_\_\_\_\_

GRAND TOTAL OF THIS REQUEST \_\_\_\_\_

\*\*\*\*\*

I certify this amount consists exclusively of costs expended or obligated against Damage Survey Reports (DSRs) approved by the Federal Emergency Management Agency (FEMA).

\_\_\_\_\_  
Signature of Applicant's Agent on Project Application

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Date

Mail to:        Massachusetts Emergency Management Agency  
                 400 Worcester Road  
                 P.O. Box 1496  
                 Framingham, MA 01701  
                 Attention: MEMA Disaster Recovery Manager



#### 4. IMPROVED PROJECT

If an applicant (subgrantee) wishes to make improvements, but still restore the predisaster function of a damaged facility, the applicant must submit a request to the Disaster Recovery Manager for approval. If approved, the federal funding for the project will be limited to the federal share of the approved estimate of eligible costs.

#### 5. ALTERNATE PROJECT

In any case where the applicant (subgrantee) determines that the public welfare would not be best served by restoring a damaged public facility or the function of that facility but would rather use the funds at a different site/purpose, the applicant must submit a request for an alternate project to the Disaster Recovery Manager. They will forward the request and their recommendation to FEMA, Region I for approval. FEMA may approve the project as long as the following are met:

- A. The alternate project option may be taken only on permanent restorative work. (Categories C - G)
- B. Federal funding for the alternate project shall equal 90% of the federal share of the approved estimate of eligible cost for the original project.
- C. Funds contributed for alternate projects may be used to repair or expand other selected public facilities, to construct new facilities, or to fund hazard mitigation measures.
- D. The funds may not be used to pay the non-federal share of any project, not for any operating expenses.

Requests for alternate projects must contain the following:

- A. A description of the proposed alternate project.
- B. A schedule of work.
- C. Projected cost of the project.
- D. Provide necessary assurances to document compliance with special requirements, including, but not limited to, floodplain management, hazard mitigation, protection of wetlands, and insurance.





## **CHAPTER 8**

### **APPEAL PROCEDURES**

If there is a disagreement between local and State or Federal personnel about funding eligibility, time limits, or any other determination made about disaster assistance, an appeal process is available for higher review and reconsideration of the situation.

The appeal procedure requires the subgrantee to make a written request directly to the GAR. This request must explain the problem, give an appropriate justification for the appeal, and ask for reconsideration under the Appeal procedure. This request must be made within 60 days from the date of the action being appealed.

Within this 60 day period the subgrantee shall notify the GAR in writing of the intention to appeal and then follow up with the required documentation. The appeal must identify the specific line item(s) or the specific issue concerned, and include copies of reference material not previously made available to the State or FEMA.

The GAR will, after due consideration and review of the documentation, add their recommendation. The appeal will be forwarded to FEMA but does not guarantee the GAR's support for approval. The appeal to FEMA must occur within 30 days of receipt of the applicant's request and supporting documentation.

The FEMA Regional Director, upon receipt of the appeal, shall review the material submitted and make such additional investigation as he/she deems appropriate. Following the review and investigation, the Regional Director will notify the State in writing of the decision to grant or deny the appeal within 90 days. If the decision is to grant the appeal, additional action will be taken to implement the decision.

A second and third appeal may be made if the Regional Director denies the first/second appeal. The GAR may submit, on behalf of the subgrantee, a second and third appeal in writing to the FEMA Associate Director for State and Local Programs, through the Regional Director not later than 60 days after the date of the first/second denial. The Associate Director may refer technical appeals to an independent, scientific, or technical group for review, and has 90 days to reply. Action by the Associate Director is final.



## **AUDIT PROCEDURES AGREEMENT**

A political jurisdiction or other organization which receives federal funds must comply with the Single Audit Act of 1984, and applicable OMB Circulars. Private non-profit organizations must comply with OMB Circular A-122, and Education Institutions must comply with OMB Circular A-21, for audit requirements.

The Single Audit Act requires:

1. State or local governments that receive \$100,000 or more in a fiscal year in Federal financial assistance shall have an audit made for that fiscal year.
2. State or local governments that receive between \$25,000 and \$100,000 a year, will have an audit performed of the entire operation.
3. State or local governments that receive less than \$25,000 a year will be exempt from compliance with the Act and other Federal audit requirements. State or local law will govern audit requirements.

Federal financial assistance is defined as assistance provided by a Federal agency in the forms of grants, contracts, cooperative agreements, loans, loan guarantees, property, interest subsidies, insurance, or direct appropriations. It includes award received directly from Federal agencies, or indirectly through other units of State and local governments.

If the political jurisdiction, as applicant, receives less than \$25,000 in total Federal financial assistance, in a year in which Public Assistance funds are provided, that jurisdiction must send a letter to the GAR certifying that they received less than \$25,000. The letter will become part of the applicants file, and they will not be required to provide a copy of an audit to the GAR.

Each applicant, unless exempt, must provide the GAR with a copy of the audit performed for each fiscal year in which Public Assistance funds were received. If the audit reveals non-compliance, the applicant must notify the GAR immediately. Non-compliance findings must be corrected within 30 days of publication of the audit.

Failure to comply with the above will result in either a reduction of the final payment, or collection proceedings. For more information regarding audit procedures and requirements please contact the Auditor for the State of Massachusetts or the Auditor for your specific City, Town, Private Non-Profit or State Agency.





## **CHAPTER 9**

### **FUND TRACKING/REPORTING**

#### **OVERVIEW**

Successful management of the disaster declaration program to ensure all damages sites are properly tracked to ensure reimbursement several reporting forms are used.

#### **P.2**

The P.2 Project Application Summary will be submitted for each group of Damage Survey Reports (DSRs) processed for payment. The report will list each DSR by number, category, project completion date, approved DSR dollar amount and project description by title, facility, location and description of work. You will receive several P.2 documents because the DSRs written for all of your damaged sites may be submitted by the inspection team to the FEMA office for processing at different intervals. Each P.2 represents a separate supplement or separate group of processed DSRs.

#### **P.4**

Project Listing will be used for the final close-out procedure. This form will list the DSR number, supplement number, category, eligibility, work completed by force account, contract or both, project completion date, approved DSR amount, % complete at time of inspection, actual date the work was completed, amount claimed by applicant, and comments. This form is completed by the Authorized Applicant's Agent and serves as the final accounting document to close-out an applicant. Documentation to support all of the actual costs claimed by the applicant must be available for audit to substantiate all costs. Once this form is satisfactorily completed the final accounting and administration fees will be disbursed by MEMA.





## CHAPTER 10

### DEFINITIONS

1. APPLICANT - A State agency, local government, eligible private non-profit organization, as identified in Subpart H of FEMA regulations, submitting an application to the Governor's Authorized Representative (GAR) for assistance under the State's grant.
2. APPLICANT'S BRIEFING - The briefing held for all potential applicant's to the Public Assistance Program. All aspects of the program are explained.
3. AUTHORIZED APPLICANT'S AGENT (AAA) - The person named by the local head of government to execute on their behalf all necessary documents related to the Public Assistance Program. This person assures the scope of work is accomplished and all documentation related to each work site is maintained for audit purposes.
4. DAMAGE SURVEY REPORT (DSR) - Identifies the scope of work to be accomplished and the estimated amount of money the project will cost.
5. EQUIPMENT RATE SCHEDULE - The cost listing for various pieces of equipment which identifies the cost for operating applicant owned equipment.
6. EMERGENCY WORK - That work which must be done immediately to save lives and to protect improved property and public health and safety, or to avert the threat of a major disaster.
7. FORCE ACCOUNT WORK - An applicant's own labor forces and equipment.
8. GOVERNOR'S AUTHORIZED REPRESENTATIVE (GAR) - The person named by the Governor in the FEMA/State Agreement to execute on behalf of the State all necessary documents for disaster assistance and to evaluate and transmit local government, eligible private, non-profit facility, and State agency requests for assistance to the Regional Director following a major disaster or emergency declaration. Under normal circumstances the Governor names the Deputy Director of the Emergency Management Agency.
9. GRANT - An award of financial assistance. The grant award shall be based on the total eligible Federal share of all approved projects.
10. GRANTEE - The government to which a grant is awarded and which is accountable for the use of the funds provided. The grantee is the entire legal entity even if only a particular component of the entity is designated in the grant award document. For purpose of the regulation, except as noted in Section 206.202, the State is the grantee.
11. PERMANENT WORK - That restorative work that must be performed through repairs or replacement, to restore an eligible facility on the basis of its pre-disaster design and current applicable standards.



## DEFINITIONS (continued)

12. PRIVATE, NON-PROFIT FACILITY (PNP) - Any private non-profit educational, utility, emergency, medical, or custodial care facility, including a facility for the aged or disabled, and other facility providing health and safety type serviced to the general public, and such facilities on Indian reservations. Further definitions are as follows:

- A. EDUCATIONAL FACILITIES - means classrooms plus related supplies, equipment, machinery, and utilities of an educational, institution necessary or appropriate for instructional, administrative, and support purposes, but does not include buildings, structures and related items used primarily for religious purposes or instruction.
- B. UTILITY - means buildings, structures, or systems of energy, communications, water supply, sewage collection and treatment, or other similar public service facilities.
- C. EMERGENCY FACILITY - means those buildings, structures, equipment, or system used to provide emergency services, such as fire protection, ambulance, or rescue, to the general public, including the administrative and support facilities essential to the operation of such emergency facilities even if not contiguous.
- D. MEDICAL FACILITY - means any hospital, outpatient facility, rehabilitation facility, or facility for long term care as such terms are defined in Section 645 of the Public Health Service Act (42 U.S.C. 2910) and any similar facility offering diagnosis or treatment of mental or physical injury or disease, including the administrative and support facilities essential to the operation of such medical facilities even if not contiguous.
- E. CUSTODIAL CARE FACILITY - means those buildings, structures, or systems including those for essential administration and support, which are used to provide institutional care for persons who require close supervision and some physical constraints on their daily activities for their self-protection, but do not require day-to-day medical care.
- F. OTHER ESSENTIAL GOVERNMENTAL SERVICES FACILITIES - means facilities such as community center, libraries, homeless shelters, senior citizen centers, shelter workshops and similar facilities which are open to the general public.

In addition, any non-governmental agency or entity that currently has:

- A. An effective ruling letter from the U.S. Internal Revenue Service, granting tax exemption under Section 501(c), (d), or (e) of the Internal Revenue Code of 1954.
- B. Satisfactory evidence from the State that the non-revenue producing organization or entity is a non-profit one organized or doing business under State law.

13. PROJECT (ALSO REFERRED TO AS INDIVIDUAL PROJECT) - All work performed at a single site whether or not described on a single Damage Survey Report (DSR).







## **DEFINITIONS (continued)**

14. PUBLIC ENTITY - An organization formed for a public purpose whose direction and funding are provided by one or more political subdivisions of the State.
15. SUBGRANT - An award of financial assistance under a grant by a grantee to an eligible subgrantee.
16. SUBGRANTEE - The government or other legal entity to which a subgrant is awarded and which is accountable to the grantee for the use of the funds provided.



## CHAPTER 11

### 44 CFR PART 206

#### SUBPART G - PUBLIC ASSISTANCE PROJECT ADMINISTRATION

##### I. APPLICATION PROCEDURES

###### A. Grantee

The State is the grantee responsible for processing subgrants to applicants.

###### B. Notice of Interest (NOI)

A completed NOI must be submitted to FEMA by the grantee for each applicant within 30 days of designation of an area where the damage is located.

###### C. Damage Survey Reports (DSR)

1. DSR's are prepared by an inspection team consisting of FEMA and State representatives. An authorized local representative accompanies the team and is responsible for ensuring that all eligible work and costs are identified.
2. Any damage that is not shown to the inspection team during the initial visit shall be reported within 60 days following completion of the initial visit.
3. One or more DSR's will be prepared for each damage site to show the eligible scope of work and to provide a quantitative estimate of cost for the eligible work.
4. When the estimate of work at a damage site is less than \$1,000, such work is not eligible and a DSR will not be written.

###### D. Grant Approval

1. Prior to obligation of funds the Grantee (State) shall submit Standard Forms 424 and 424D to FEMA.
2. DSR's are reviewed by FEMA and action is taken within 45 days of the date of inspection to approve, change, deny or suspend the DSR. FEMA will explain in writing to the State if this deadline cannot be met.
3. The Grantee will approve subgrants to applicants based on FEMA approved DSR's.



II. FEDERAL GRANT ASSISTANCE

A. Cost Sharing

Cost sharing provisions will be established in the FEMA-State Agreement. Normally FEMA will provide the 75% Federal share while the State and local applicants will be responsible for the 25% non-Federal share.

B. Project Funding

Large Projects - When the approved estimate of eligible costs for an individual project (one or more DSR's for a site) is \$43,600 or more FEMA funding shall equal the Federal share of the actual eligible costs documented by the grantee.

Small Projects - When the approved estimate of costs for an individual project is less than \$43,600\*, FEMA funding shall equal the Federal share of the approved estimate of eligible costs.

\*The above \$43,600 amount is current for FY-94 and it will be adjusted annually on October 1 to reflect changes in the Consumer Price Index.

C. Funding Options

1. Improved Projects - If a subgrantee (applicant) desires to make improvements, but still restore the predisaster function of a damaged facility, the grantee's (State) approval must be obtained. FEMA funding is limited to the FEMA share of the approved estimate of eligible costs.
2. Alternate Projects - When a subgrantee determines that the public welfare would not be best served by restored a damaged facility, the grantee may request that FEMA approve an alternate project.
  - a. The alternate project option may be taken only on permanent restorative work.
  - b. Federal funding for such alternate project shall equal 90% of the Federal share of the approved estimate of eligible costs.
  - c. Funds contributed for alternate projects may be used to repair or expand other selected public facilities, to construct new facilities, or to fund hazard mitigation measures. These funds may not be used to pay the non-federal share of any project, nor for any operating expenses.
  - d. The Grantee must request FEMA approval of alternate projects by submitting a description of the project, a schedule of work, and project





## 44 CFR PART 206 (continued)

cost. The Grantee shall also provide necessary assurances to document compliance with special requirements including floodplain management, environmental assessment, hazard mitigation, protection of wetlands, and insurance.

### III. PROJECT PERFORMANCE

#### A. Advance of Funds (Large Projects)

1. Advances will be made by the grantee to subgrantees. Initial advances on a Large Project should not exceed the % of work completed to date as shown on the DSR unless information is provided by the applicant to show that a large advance is justified. Advances will be made as work progresses on a project until the maximum percentage established by the grantee is reached.
2. Any interest earned on advances in excess of \$100 in a year must be returned to FEMA.

#### B. Work Completion Deadlines

|                                      |           |
|--------------------------------------|-----------|
| Emergency Work (Categories A & B)    | 6 months  |
| Permanent Work (Categories C thru G) | 18 months |

The Grantee may extend these deadlines by 6 months for emergency work and 30 months for permanent work if circumstances beyond the subgrantee's control prevent timely completion.

#### C. Cost Overruns

##### 1. Small Projects

When a subgrantee discovers a significant overrun related to the total final cost for all small projects an appeal for additional funding may be submitted within 60 days following completion of all small projects.

##### 2. Large Projects

The subgrantee may submit a request for additional funding to FEMA through the grantee. All requests shall contain sufficient documentation to support the eligibility of all claimed work and costs.

#### D. Payment of Claims

##### 1. Small Projects

Final payment of the Federal share of small projects shall be made to



## 44 CFR PART 206 (continued)

subgrantees by the grantee upon FEMA approval of funding for the project. The Federal payment will not be reduced if the small project is completed for less the approved amount. FEMA may require that the payment be refunded if the small project is not completed.

### E. Large Projects

The Grantee will provide an accounting to FEMA on actual eligible costs for each completed large project. FEMA will review the accounting to determine the eligible amount of reimbursement for each large project and approve eligible costs. FEMA may make field reviews to gather additional information. If discrepancies in the claim cannot be resolved through a field review, a Federal audit may be conducted.

## IV. APPEALS

- A. The subgrantee may appeal any determination related to Federal assistance including, but not limited to, time extension denials, eligibility, and approved costs.
- B. The subgrantee's appeal shall be made in writing and submitted to the grantee within 60 days after receipt of notice of the action which is being appealed. The appeal must contain documented justification supporting the subgrantee's position.
- C. The grantee shall review the appeal, make additional investigations as necessary and forward the appeal with a recommendation to FEMA within 30 days.
- D. FEMA shall review the appeal and notify the grantee within 90 days following receipt of an appeal as to the disposition of the appeal or if more information is needed.
- E. If the FEMA region denies an appeal, the subgrantee may submit a second appeal within 60 days through grantee and region to the FEMA Associate Director.
- F. The Associate Director shall render a determination on the appeal within 90 days following receipt of the appeal or shall request additional information if necessary.
- G. If the Associate Director denies an appeal, the subgrantee may submit a third appeal to the FEMA Director through the grantee and FEMA region within 60 days of the Associate Director's denial.
- H. The Associate Director shall render a determination on the subgrantee's appeal within 90 days following receipt of the appeal or may request additional information if necessary. The Associate Director's determination is final.





V. AUDIT

Requirements for non-Federal audit of grantees and subgrantees are contained in FEMA regulations 44 CFR Part 14 or OMB Circular A-110. The Single Audit Act requires the following:

1. State or local governments that receive \$100,000 or more a year in Federal financial assistance shall have an audit.
2. Recipients of \$25,000 or more, but less than \$100,000 in Federal financial assistance that choose not to have an organization wide single audit, must conduct individual grant audits on all FEMA awards over \$25,000.
3. State or local governments that receive less than \$25,000 a year shall be exempt from compliance with the Act and other Federal audit requirements.
4. FEMA may elect to conduct a Federal audit of the disaster assistance grant or any of the subgrant.

VI. DIRECT FEDERAL ASSISTANCE

- A. When State and local government lack the capability to perform or to contract for eligible emergency work or debris clearance, the Grantee may request that the work be accomplished by a Federal agency. Such assistance is subject to the cost sharing provisions and to eligibility requirements in Subpart H.
- B. Requests for direct Federal assistance shall be submitted by the grantee to FEMA and shall include: see Section 206.208 in Subpart G for details on direct Federal assistance requirements.



## **SUBPART H - PUBLIC ASSISTANCE ELIGIBILITY**

### **I. APPLICANT ELIGIBILITY**

- A. State and local governments.**
- B. Private non-profit organizations with the following types of facilities:**
  - 1. Educational, utility, emergency, medical and custodial care.**
  - 2. Other essential governmental service types of facilities including museums, zoos, community centers, libraries, homeless shelters, senior citizen centers, rehabilitation facilities, shelter workshops and facilities which provide health and safety services of a governmental nature. All such facilities must be open to the general public.**
- C. Indian tribes and Alaska native villages.**

### **II. GENERAL WORK ELIGIBILITY**

- A. To be eligible, an item of work must:**
  - 1. Be required as the result of the major disaster event.**
  - 2. Be located within a designated disaster area.**
  - 3. Be the legal responsibility of an eligible applicant.**
- B. Negligence - No assistance will be provided for damages caused by negligence of an applicant.**

### **III. EMERGENCY WORK ELIGIBILITY**

- A. Debris Removal (Category A)**
  - 1. From public and private lands and waters and must be in the public interest to:**
    - a. Eliminate immediate threats to life, public health and safety; or**
    - b. Eliminate immediate threats of significant damage to improved public or private property; or**
    - c. Ensure economic recovery of the affected community to the benefit of the community-at-large.**



## **SUBPART H - PUBLIC ASSISTANCE ELIGIBILITY (continued)**

2. Debris removal from private property, when in the public interest, is eligible in urban and rural living, recreational and working areas except those areas used for crops and livestock or unused areas.
3. No assistance will be provided directly to an individual or private organization, or to an eligible applicant for reimbursement of an individual or private organization, for the cost of removing debris from their own property. Exceptions to this are private non-profit organizations operating eligible facilities.

### **B. Emergency Protective Measures (Category B)**

1. Emergency measures to save lives, to protect public health and safety, and to protect improved property are eligible. Examples include search and rescue, traffic control, security, sandbagging, emergency pumping, and temporary repairs.
2. Emergency access may be provided when emergency repair or replacement of a nonpublic access facility economically eliminates the need for temporary housing.

## **IV. PERMANENT WORK ELIGIBILITY (Categories C thru G)**

### **A. General**

1. Repair vs. Replacement - A facility is considered repairable when disaster damage costs do not exceed 50% of the cost of replacing a facility to its predisaster condition, and it is feasible to repair the facility so that it can perform the function for which it was being used immediately prior to the disaster.
2. Standards - Facilities will be restored on the basis of the design of such facilities as they existed immediately prior to the disaster and in conformity with applicable standards.
  - a. Apply to the type of restoration required,
  - b. Be in writing and formally adopted by the applicant prior to project approval, and
  - c. Apply uniformly to all similar facilities within the jurisdiction of the owner and must have been enforced if it was in effect before the disaster.





## **SUBPART H - PUBLIC ASSISTANCE ELIGIBILITY (continued)**

3. If the facility is eligible for replacement and current standards justify changing the predisaster construction of the facility, then the standards must.
4. Hazard Mitigation - FEMA may require cost effective hazard mitigation measures. The cost of any requirements for hazard mitigation placed on restoration projects by FEMA will be an eligible cost for FEMA assistance.
5. Other Federal agency programs - FEMA assistance will not be provided to restore facility when another Federal agency has authority to do so.
6. Relocation
  - a. FEMA may require and approve funding for relocation when:
    1. The facility is subject to repetitive heavy damage.
    2. Approval is not barred by other provisions of Title 44 CFR.
    3. The overall project, including all costs, is cost effective.
  - b. When relocation is required by FEMA, eligible work includes land acquisition and ancillary facilities such as roads and utilities. Demolition and removal of the old facility is also an eligible cost.
7. Equipment and Furnishings - When destroyed or damaged beyond repair, comparable replacement items are eligible.
8. Inactive Facilities - Facilities that were not in active use at the time of the disaster are not eligible, unless the facilities were only temporarily inoperative for repairs or remodeling or where the facility was planned for use in the near future as indicated by a budget or other proof acceptable to FEMA.

### **B. Permanent Work Categories**

1. Category C - Road systems including streets, bridges and traffic control facilities.
2. Category D - Water control facilities such as levees, dams, drainage channels and irrigations works.
3. Category E - Buildings and equipment including contents such as the equipment and furnishings.



## **SUBPART H - PUBLIC ASSISTANCE ELIGIBILITY (continued)**

4. Category F - Utility systems such as sewer lines, waste water and potable water treatment plants, and electric power distribution systems.
5. Category G - Park, recreational and other facility restorative work that does not fit other categories.

### **V. COST ELIGIBILITY**

#### **A. Force Account Costs**

##### **1. Personnel**

- a. Eligible personnel costs include salaries and wages (regular time, overtime, fringe benefits and compensatory time) of the applicant's employees engaged in eligible disaster related permanent restorative work under Categories C thru G.
- b. The straight or regular time salaries and benefits of an applicants permanently employed personnel are not eligible in calculating the cost of eligible work for debris clearance and other emergency work under Categories A and B.

##### **2. Applicant Owned Equipment**

- a. The FEMA Schedule of Equipment Rates will be the basis for reimbursement in all cases where an applicant does not have established equipment rates.
- b. When the applicant has established rates, the applicants rates or the FEMA schedule will be used, whichever is less. If the applicant's are unusually low, reimbursement may be based on FEMA rates.
- c. When an applicant uses reasonable rates which have been established or approved under State guidelines in it's normal daily operations, reimbursement will be based on such rates for equipment with an hourly rate of \$75 or less.

3. Materials - Reimbursement will be provided for purchase of materials needed to accomplish eligible disaster work including materials taken from the applicant's stock.





## **SUBPART H - PUBLIC ASSISTANCE ELIGIBILITY (continued)**

### **B. Contract Costs**

Reasonable contract costs will be allowed to complete approved eligible work. Grantees and subgrantees will use their own contract procedures which reflect applicable State and local law and regulations, provided the contracts conform to applicable Federal standards identified in 44 CFR Part 13.

### **C. Administrative Costs**

1. Subgrantee - Allowance (100% FEMA funded) covers costs of requesting, obtaining, and administering Federal disaster assistance based on the following percentages of net eligible costs:

|                  |                              |
|------------------|------------------------------|
| First \$100,000  | 3% up to \$3,000             |
| Next \$900,000   | 2% up to \$18,000 plus above |
| Next \$4,000,000 | 1% up to \$40,000 plus above |
| Over \$5,000,000 | 1/2%                         |

No other subgrantee administrative costs are eligible.

2. Grantee - Allowance covers extraordinary costs incurred by the State for preparation of DSR's, final inspections, project applications, audits and field inspections by State employees, including overtime pay, per diem and travel expenses, but not including regular time for such employees. The allowance (100% FEMA funded) will be based on the percentages in the above table for the total amount of assistance provided (FEMA share) for all subgrantees.

In addition to the above allowances, the grantee will receive (on a cost share basis) regular time pay and cost of equipment and supplies necessary to administer the program.





